

## DRAFT AGENDA

REGULAR COUNCIL MEETING  
TUESDAY  
DECEMBER 2, 2014

COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
~~4:00 P.M.~~ 5:00 P.M. AND 6:00 P.M.

~~4:00~~ 5:00 P.M. MEETING

1. **CALL TO ORDER**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).*

2. **ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR NABOURS  
COUNCILMEMBER EVANS  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

**MISSION STATEMENT**

*The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.*

4. **Approval of Minutes**

**See 6:00 p.m. portion of the meeting**

5. **PUBLIC PARTICIPATION**

*Public Participation enables the public to address the Council about an item that is not on the agenda (or is listed under Possible Future Agenda Items). Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.*

**See 6:00 p.m. portion of the meeting**

**6. PROCLAMATIONS AND RECOGNITIONS**

None

**7. APPOINTMENTS**

None

**8. LIQUOR LICENSE PUBLIC HEARINGS**

**See 6:00 p.m. portion of the meeting**

**9. CONSENT ITEMS**

None

**10. SPECIAL ACTION**

**A. Swearing In of New Mayor and Councilmembers**

**B. Selection of Vice-Mayor**

**RECESS AND RECEPTION FOR MAYOR/COUNCILMEMBERS**

**6:00 P.M. MEETING**

**RECONVENE****NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).*

**11. ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR NABOURS  
COUNCILMEMBER EVANS  
COUNCILMEMBER BAROTZ  
COUNCILMEMBER BREWSTER

COUNCILMEMBER ORAVITS  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

**12. PUBLIC PARTICIPATION****13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

**A. Approval of Minutes**



**B. Liquor Licenses**

- i. **Consideration and Action on Liquor License Application:** Lauren Merrett, "Field House Chicken and Waffles", 2500 S. Woodlands Village Blvd. #28, Series 12 (restaurant), New License.

**RECOMMENDED ACTION:**

Hold the Public Hearing

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with no recommendation; or
- 3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

**14. PUBLIC HEARING ITEMS**

None

**15. REGULAR AGENDA**

- A. **Consideration of Construction Contract Change Order #1:** Flagstaff Urban Trail System (FUTS) Signage Project ***(Approve Change Order #1 to FUTS Signage Project contract)***

**RECOMMENDED ACTION:**

Approve Change Order No. 1 with Conco Concrete Specialist LLC in the amount of \$80,000 and extend the contract by 60 calendar days.

- B. **Consideration and Approval of Contract:** P3 Pre-development Agreement between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC. (Initial Agreement for the extension of Beulah Blvd., realignment of University Ave., and relocation of ADOT facilities).

**RECOMMENDED ACTION:**

Staff recommends City Council authorize the City Manager to sign the P3 Pre-development Agreement.

- C. **Public Hearing, Consideration and Adoption of Ordinance No. 2014-30:** An ordinance of the City Council of the City of Flagstaff, Arizona, extending and increasing the corporate limits of the City of Flagstaff, Coconino County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing certain land totaling approximately 3.14 acres located at 2701 S. Woody Mountain Road, which land is contiguous to the existing corporate limits of the City of Flagstaff and establishing city zoning for said land as RR, Rural Residential. ***(Annexation of property for Aspen Heights located on Woody Mountain Road)***

**RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2014-30 by title for the final time
- 2) City Clerk reads Ordinance No. 2014-30 by title only for the final time (if approved above)
- 3) Adopt Ordinance No. 2014-30

- D. **Consideration and Adoption of Resolution No. 2014-36:** A resolution authorizing the execution of a Development Agreement between City of Flagstaff and York Breckenridge GP, LLC related to the development of approximately 36.94 acres of real property generally located at 2701 S. Woody Mountain Road, Flagstaff, Arizona.

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2014-36 by title only.
- 2) City Clerk reads Resolution No 2014-36 by title only (if approved above).
- 3) Adopt Resolution No. 2014-36

- E. **Public Hearing, Consideration and Adoption of Ordinance No. 2014-31:** An Ordinance amending the Flagstaff Zoning Map designation of approximately 36.94 acres of real property generally located at the intersection of Route 66 and Woody Mountain Road, from Rural Residential ("RR") to Highway Commercial ("HC") for 3.6 acres, and to Medium Density Residential ("MR") for 33.33 acres. ***(Rezoning of property for Aspen Heights located on Woody Mountain Road)***

**RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2014-31 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-31 by title for the final time (if approved above)
- 3) Adopt Ordinance No. 2014-31

- F. **Consideration and Adoption of Resolution No. 2014-42:** A resolution of the City of Flagstaff, Arizona approving a pre-annexation agreement between the City of Flagstaff and the Gosch Family Living Trust.

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2014-42 by title only
- 2) City Clerk reads Resolution No. 2014-42 by title only (if approved above)
- 3) Adopt Resolution No. 2014-42

- G. **Consideration and Approval of Cooperative Contract:** Purchase of a Type I Pierce Quantum Pumper Fire Truck, for City of Flagstaff Fire Department through a City of Mesa cooperative purchase contract, #2013-118 ***(Approve contract for purchase of fire truck for a total amount not to exceed \$460,283.00, plus applicable sales tax).***

**RECOMMENDED ACTION:**

Approve the purchase of Type I Pierce Quantum Pumper Fire Truck from Hughes Fire Equipment, Inc. a Pierce Sales Distributor using a City of Mesa's cooperative purchase contract for a total not to exceed \$460,283.00 plus applicable sales tax.

- H. **Consideration and Approval of Cooperative Contract:** Consider an amendment to extend an IGA with the Lockett Ranches Fire District for Fire/Medical/Rescue Services ***(Amend IGA with Lockett Ranches Fire District to extend the term).***

**RECOMMENDED ACTION:**

Approve an IGA amendment extending the term of the IGA between the Lockett Ranches Fire District and the City of Flagstaff.

- I. **Consideration and Approval of Intergovernmental Agreement:** Council will consider authorizing the City of Flagstaff to enter into an IGA to fund a Regional Training Coordinator (RTC) for fire department training (***Approve IGA for Fire Department Regional Training Coordinator***).

**RECOMMENDED ACTION:**

Staff recommends that Council approve the IGA and authorize the Mayor to execute the IGA.

16. **DISCUSSION ITEMS**

None

17. **POSSIBLE FUTURE AGENDA ITEMS**

*Verbal comments from the public on any item under this section must be given during Public Participation near the beginning of the meeting. Written comments may be submitted to the City Clerk. After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.*

None

18. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, REQUESTS FOR FUTURE AGENDA ITEMS**

19. **ADJOURNMENT**

**CERTIFICATE OF POSTING OF NOTICE**

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, Deputy City Clerk  
**Date:** 11/20/2014  
**Meeting Date:** 12/02/2014



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**TITLE:**

**Consideration and Action on Liquor License Application:** Lauren Merrett, "Field House Chicken and Waffles", 2500 S. Woodlands Village Blvd. #28, Series 12 (restaurant), New License.

**RECOMMENDED ACTION:**

Hold the Public Hearing

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with no recommendation; or
- 3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

**Policy Decision or Reason for Action:**

Lauren Merrett is the agent for a new Series 12 (restaurant) liquor license for Field House Chicken and Waffles.

**Financial Impact:**

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

**Connection to Council Goal:**

Effective governance (Regulatory action)

**Has There Been Previous Council Decision on This:**

Not applicable.

**Options and Alternatives:**

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

**Background/History:**

An application for a new Series 12 liquor license was received from Lauren Merrett for Field House Chicken and Waffles.

A background investigation performed by Sgt. Matt Wright of the Flagstaff Police Department resulted in a recommendation for approval.

A background investigation performed by Tom Boughner, Code Compliance Manager resulted in no active code violations being reported.

Sales tax and licensing information was reviewed by Ranbir Cheema, Tax, Licensing & Revenue Manager, who stated that the business is in compliance with the tax and licensing requirements of the City.

**Key Considerations:**

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

The deadline for issuing a recommendation on this application is December 4, 2014.

The applicant is not required to provide the distance between the applicant's business and the nearest church or school for government; and the State does not require a geological map or list of licenses in the vicinity for any license series.

**Expanded Financial Considerations:**

This business will contribute to the tax base of the community.

**Community Involvement:**

The application was properly posted on November 5, 2014.

No written protests have been received to date.

**Expanded Options and Alternatives:**

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

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**Attachments:**    [Field House - Letter to Applicant](#)  
                          [Hearing Procedures](#)  
                          [Series 12 Description](#)  
                          [Field House - PD Memo](#)  
                          [Field House - Tax Memo](#)

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## Form Review

Inbox	Reviewed By	Date
City Clerk	Elizabeth A. Burke	11/21/2014 08:17 AM
DCM - Josh Copley	Josh Copley	11/21/2014 08:56 AM
Form Started By: Stacy Saltzburg		Started On: 11/20/2014 10:55 AM
Final Approval Date: 11/21/2014		

OFFICE OF THE CITY CLERK

November 20, 2014

Field House Chicken and Waffles  
Attn: Lauren Merrett  
736 S. Longmore St.  
Chandler, AZ 85224

Dear Ms. Merrett:

Your application for a new Series 12 liquor license for Field House Chicken and Waffles at 2500 S. Woodlands Village Blvd., Ste 28., was posted on November 5, 2014. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Monday, November 3, 2014 which begins at 6:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on November 25, 2014 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg  
Deputy City Clerk

Enclosure



# City of Flagstaff

## **Liquor License Application Hearing Procedures**

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.



## **R19-1-702. Determining Whether to Grant a License for a Certain Location**

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
  2. Number and types of licenses within one mile of the proposed premises;
  3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
  4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
  5. Residential and commercial population density within one mile of the proposed premises;
  6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
  7. Effect on vehicular traffic within one mile of the proposed premises;
  8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
  9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
  10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
  11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
  12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

## License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

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### PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

### ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

## MEMORANDUM

Memo # 14-109-01

**TO:** Chief Kevin Treadway

**FROM:** Sgt. Matt Wright

**DATE:** November 18, 2014

**RE:** LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Field House Chicken and Waffles”

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On November 18, 2014, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Lauren Merrett (Agent), Ryan Field, Jarred Field, Timothy Pacatte, and Brian Terpay (Controlling Persons). Lauren Merrett is the listed Agent on the license for administrative purposes only and will not be active in the day to day operations. Field House Chicken and Waffles is located at 2500 S Woodlands Village Blvd #28 in Flagstaff. This is an application for the new series 12 license #12033366 which is currently operating with an interim permit.

I conducted a query through local systems and public access on Lauren Merrett (Agent), Ryan Field, Jarred Field, Timothy Pacatte, and Brian Terpay and nothing negative was found on Jarred Field or Timothy Pacatte. Ryan Field was found to have been arrested for DUI in 2005 which was ultimately dismissed. Brian Terpay stated he was arrested in 2005 for a DUI which he plead guilty to and the charge was reduced to reckless driving. I spoke with Ryan Field who stated Christopher Brickey would be assisting him in the day to day operation of the restaurant. Christopher Brickey had not been listed in the liquor license application. Ryan stated he would do so with the state liquor department prior to the issuance of the license if necessary. Christopher was found to have been arrested in 2013 for Disorderly Conduct and 2007 for possession of marijuana (misdemeanor). Ryan also confirmed all owners and staff of the restaurant have completed the mandatory liquor law training courses. The Field House Chicken and Waffles has taken over the lease from the restaurant that was previously in suite #28 called Pizza Furiosa.

No liquor law violations could be located for Field House Chicken and Waffles. I did find that part owner Ryan Field is also part owner in several restaurants in Arizona and Colorado. I found Ryan has ownership of 6 other restaurants in Arizona, two in Colorado, and one in Kansas. Ryan listed 9 liquor violations of which the businesses he was part owner in were either warned or fined. The most recent violation was dated May 2013. Ryan Field, Jarred Field, Timothy Pacatte, and Brian Terpay are all part owners of Taverna Greek Grill located in Flagstaff. I found Taverna received two liquor law violations for not having a manager's agreement on file and another for removal of spirituous liquor from license premise, both fines were paid on January 2014. No other liquor violations could be located on the other applicants.

As a result of this investigation, a recommendation to Council would be for approval.

# Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Ranbir Cheema - Tax, Licensing & Revenue Manager

Date: November 13, 2014

Re: Series 12 Liquor License – New License – Field House Chicken & Waffles

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Applicant FNB Flag LLC DBA Field House Chicken & Waffles with Ryan Field and Timothy S Pacatte as its principals is properly licensed with the City of Flagstaff for Sales Tax purposes. They have not been in business long enough to file their first tax return yet but I do not foresee any issues regarding that at this time. They are currently in good standing with the sales tax section.

/liquor licenses/Field House.doc

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Randy Whitaker, Project Manager  
**Date:** 10/30/2014  
**Meeting Date:** 12/02/2014



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**TITLE:**

**Consideration of Construction Contract Change Order #1:** Flagstaff Urban Trail System (FUTS) Signage Project (*Approve Change Order #1 to FUTS Signage Project contract*)

**RECOMMENDED ACTION:**

Approve Change Order No. 1 with Conco Concrete Specialist LLC in the amount of \$80,000 and extend the contract by 60 calendar days.

**Policy Decision or Reason for Action:**

Approving this change order will add an additional 80 signs to the contract and compensate the Contractor for additional quantities associated with excavating the post holes in rock and removal of existing signs. The change order also extends the contract by 60 calendar days for a new project completion date of May 5, 2015.

**Financial Impact:**

The project is funded by a Federal Highway Administration, Recreational Trails Program (RTP) grant through Arizona State Parks in the amount of \$227,777. The project is also budgeted in the FUTS Signage Program Account #045-05-111-3002-5-4426 FY 2015 in the amount of \$4,000.00. Additional funds will be utilized from other FUTS Accounts, described below, for the total construction cost of \$232,632.

**Connection to Council Goal and/or Regional Plan:**

**COUNCIL GOALS:**

1. Repair Replace maintain infrastructure (streets & utilities)

**Has There Been Previous Council Decision on This:**

- Yes, a Grant IGA with Arizona State Parks was approved on November 05, 2010.
- Project Awarded September 16, 2014

**Options and Alternatives:**

- Approve the Change Order as recommended which would satisfactorily complete the project.
- Reject the change Order, which may result in canceling the project.

**Background/History:**

The K-signs added with this change order were not included in the original scope due to the estimated construction cost. The bid came in lower than the estimate so it was decided to ask Conco to give us a unit rate for the K-signs. Reviewing the bids the unit rate of \$500 per sign is a competitive rate if K-signs were bid at a later date.

Several weeks into the project it became apparent that the quantity for excavating the post holes in rock and existing sign removal was going to be significantly higher than in the bid.

Given the difficult nature of determining if the post holes were in consolidated rock verses just cobble, the City and Contractor determined that a lump sum rate was appropriate. The Contractor will take full responsibility for any conditions encountered.

**Key Considerations:**

This is a joint project between the Arizona State Parks and the City. This change order amount has been authorized by the Arizona State Parks as grant eligible. The Grant will pay for 65% of the change total project cost.

**Expanded Financial Considerations:**

The estimated additional quantities and cost are:

		<u>Bid</u>	<u>Revised</u>	<u>Amount \$</u>
1.02	Existing Sign Removal	160	200	32,000
3.01	Rock Excavation	45	1000	45,000
n.a.	K Signs	80	500	36,000
n.a.	Misc Items	1	10000	<u>10,000</u>
Total Additional Cost:				123,000

The total cost of the above was negotiated for \$95,000. The pending change order will use the \$15,000 Contract allowance and \$80,000 additional funds for a new contract total of \$232,632. Budgeted funds will be from other FUTS projects (045-05-111-3305-5, 045-05-111-3018-5 and 040-05-111-3288-5) until the grant reimbursement occurs.

**Community Benefits and Considerations:**

The K-signs are Adopt-A-FUTS signs. This will involve the community in litter control, light maintenance and informing the City of any safety issues.

**Community Involvement:**

Inform:

A number of presentations were made to the Bicycle and Pedestrian Advisory Committees, Parks and Recreation and Open Space Commissions, and several outside groups at the beginning of the design process.

**Expanded Options and Alternatives:**

- Approve the Change Order as recommended.
- Reject the change Order, which would result in further negotiations with Contractor.

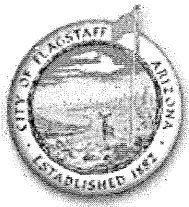
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**Attachments:**     Change Order #1

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## Form Review

Inbox	Reviewed By	Date
City Engineer	Rick Barrett	11/17/2014 09:58 AM
Grants Manager	Stacey Brechler-Knaggs	11/17/2014 12:21 PM
Purchasing Director	Rick Compau	11/19/2014 02:23 PM
Senior Procurement Specialist - PB	Patrick Brown	11/19/2014 02:34 PM
Finance Director	Rick Tadder	11/19/2014 02:46 PM
Legal Assistant	Vicki Baker	11/19/2014 02:48 PM
Senior Assistant City Attorney DW	David Womochil	11/20/2014 09:40 AM
Community Development Director	Barbara Goodrich	11/20/2014 10:43 AM
DCM - Josh Copley	Josh Copley	11/20/2014 12:45 PM
Form Started By: Randy Whitaker		Started On: 10/30/2014 10:39 AM
Final Approval Date: 11/20/2014		



# CITY OF FLAGSTAFF – CHANGE ORDER

☒ CONFIRMING CHANGE ORDER NO. 1  
☐ CONSULTING CONTRACT CHANGE ORDER NO. \_\_\_\_\_  
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. \_\_\_\_\_

PROJECT NO. ST3002C PROJECT NAME: FUTS Signage Project  
 FILE NO. 03-13009 Project Manager: Randy Whitaker  
 TO: Conco Concrete Specialist LLC

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract. Description of work to be done:

1) For the total lump sum of \$45,000 Contractor shall be responsible for all additional sign removal and rock excavation. Consisting of:

- The lump sum is in addition to the original extended unit rate for the Bid Items 1.02 Existing Sign Removal and 3.01 Rock Excavation.
- Sign removal shall be limited to signs required for installation of new signs

2) K signs: Scope shall be revised to include 80 K-Signs at a unit rate of \$500.00 for a total of \$40,000. Signs shall conform to the Flagstaff Urban Trail System Sign Manual, Rev 06/26/2014(135 Pages).

3) A lump sum of \$10,000 shall be compensation for cost due to:

- Determination of appropriate rock excavation equipment
- ADOT Bases – signs located within the ADOT right-of-way shall comply with ADOT Standard Drawing Detail S-1, Sheet 2 of 3, 2" Single Post Foundation Detail except main post shall not be perforated. Larger post shall comply with ADOT Standard Drawing Detail S-1, Sheet 3 of 3 which is the triangle break away base.
- ADOT Permit – ADOT permit is still in progress. No additional cost will be considered as long as the permit is obtained within the contract time.
- Work Access – Contractor has had an opportunity to review site conditions. No additional compensation will be granted for site access.
- Blue Stake – No additional compensation will be granted due to coordination with City for marking locations for blue stake.

4) Unless specified otherwise original contract unit prices for all other work shall remain in effect.

Change Order originated by: ☒ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ CONSULTANT ☐ OTHER \_\_\_\_\_

Project Manager	<u>October 30, 2014</u>	Approval Recommended	<u>[Signature]</u>
C.O. Committee Meeting Date	<u>November 6, 2014</u>	Approval Recommended	<u>[Signature]</u>
Community Development Dir.	<u>11/6/14</u>	Approval Recommended	<u>[Signature]</u>
City Attorney		Approval Recommended	
City Manager		Approval Recommended	
City Council Meeting Date	<u>December 2, 2014</u>	Approval Recommended	



ORIGINAL CONTRACT PERIOD	<u>150</u> Days	Date (03/06/15)	ORIGINAL CONTRACT VALUE	\$ <u>152,632.00</u>
PRIOR TIME CHANGES	<u>0</u> Days	(03/06/15)	TOTAL PRIOR VALUE CHANGES	\$ <u>0.00</u>
THIS TIME CHANGE	<u>60</u> Days	(05/05/15)	VALUE OF THIS CHANGE	\$ <u>80,000.00</u>
NEW CONTRACT PERIOD	<u>210</u> Days	(05/05/15)	NEW CONTRACT VALUE	\$ <u>232,632.00</u>

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Conco Concrete Specialist LLC

Accepted Date \_\_\_\_\_ By \_\_\_\_\_

## CITY OF FLAGSTAFF

<input checked="" type="checkbox"/>	CONFIRMING CHANGE ORDER NO.	<u>1</u>
<input type="checkbox"/>	CONSULTING CONTRACT CHANGE ORDER NO.	<u>          </u>
<input type="checkbox"/>	CONSTRUCTION CONTRACT CHANGE ORDER NO.	<u>          </u>

PROJECT NO. ST3002CPROJECT NAME: FUTS Signage ProjectFILE NO. 03-13009PROJECT MANAGER: Randy Whitaker**JUSTIFICATION:**

The K-signs added with this change order were not included in the original scope due to the estimated construction cost. The bid came in lower than the estimate so it was decided to ask the Conco to give us a unit rate for the K-signs. Reviewing the bids the unit rate of \$500 per sign is a competitive rate if K-signs were bid at a later date.

Several weeks into the project it became apparent that the quantity for excavating the post holes in rock and existing sign removal was going to be significantly higher than in the bid.

Given the difficult nature of determining if the post holes were in consolidated rock verses just cobble the City and the Contractor determined that a lump sum rate and the Contractor taking full responsibility for any conditions encountered was appropriate.

**TIME ANALYSIS:** This work will require 60 additional calendar days to the contract for a total of 210 calendar days.

**COST ANALYSIS:** Adding this work as a change order is likely less expensive than going out to bid in the future as a separate project.

## Original Bid Items and Quantities:

Bid Item	Description	Quantity	Unit Rate \$	Extended \$
1.02	Existing Sign Removal	20	200	4000
3.01	Rock Excavation	15	1000	15000

## Estimated Additional Quantities and Cost:

1.02	Existing Sign Removal	160	200	32,000
3.01	Rock Excavation	45	1000	45,000
n.a.	K Signs	80	500	36,000
n.a.	Misc Items	1	10000	<u>10,000</u>

Total Additional using Unit Rates 123,000

The total cost of the above was negotiated for \$95,000. The pending change order will use the \$15,000 Contract allowance and \$80,000 additional funds for a new contract total (Bid Amount) of \$232,632

Inadvertently no funds were carried forward from previous year for this project. Budgeted funds will be transferred from 040-05-111-3305-5, 040-05-111-3018-5 and 040-05-111-3288-5.

**CITY OF FLAGSTAFF****PROJECT STATUS FORM**

PROJECT NAME: FUTS Signage Project

☐ Design  
☒ Construction  
☐

PROJECT NO. ST3002C

FILE NO. 03-13009

ACCT NO. 040-05-111-3002-5-4433	100 %	\$232,632.00
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NEW CONTRACT TOTAL	\$232,632.00
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CITY COUNCIL APPROVAL: September 16, 2014

ORIGINAL CONTRACT AMT: \$152,632.00

BUDGET AMT: \$445,000

FY: 14/15

NOTICE TO PROCEED: October 6, 2014

TIME (No. Days): 150

COMPLETION DATE: March 6, 2014

ORIGINAL CONTRACT ALLOWANCE: \$15,000.00

CONSULTANT: None

LOCATION: N.A.

CONTRACTOR: Conco Concrete Specialist

LOCATION: Lakeside, AZ

Project Manager: Randy Whitaker

Change Orders	C.O. Amount	C.O. Day	Council Date	REASON FOR CHANGE
Revision Date	New Total	New Total	New Comp. Date	
1	\$80,000.00	60	N/A	Addition Signs were added to project. Rock and sign removal quantities increased.
10/30/14	\$232,632.00	210	05/05/14	

COMMENTS: \_\_\_\_\_

NOTE: IF CHANGE ORDER ACCOUNT NUMBER OR DISTRIBUTION DIFFERS FROM THAT ABOVE, IT MUST BE SPECIFICALLY NOTED.

## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Dan Folke, Planning Director  
**Co-Submitter:** Rick Barrett, City Engineer  
**Date:** 11/13/2014  
**Meeting Date:** 12/02/2014



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### TITLE:

**Consideration and Approval of Contract:** P3 Pre-development Agreement between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC. (Initial Agreement for the extension of Beulah Blvd., realignment of University Ave., and relocation of ADOT facilities).

### RECOMMENDED ACTION:

Staff recommends City Council authorize the City Manager to sign the P3 Pre-development Agreement.

### Policy Decision or Reason for Action:

P3 is a public/private partnership between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC. The resulting project will relocate the existing ADOT facilities on Milton Road to the existing Harkins Theater site on Woodlands Village Boulevard, enable the completion of Beulah Boulevard to University Avenue and the realignment of University Avenue, and will include the redevelopment of the existing ADOT property.

The pre-development agreement provides an overview of the various transactions, authorizes Vintage Partners to prepare and submit required materials for a Site Plan and Rezoning application for ADOT and City property located between Milton Parkway and Beulah Avenue, provides an anticipated schedule, requires an implementation agreement between ADOT and Vintage Partners, provides the term of the agreement, provides remedies for disputes and includes miscellaneous provisions required for an ADOT P3 project.

### Financial Impact:

The City purchased the 9.23 acre Fresquez property in 2005 and will complete the University/Beulah roadway improvements using voter approved Transportation bond funds. No additional funding is anticipated at this time.

### Connection to Council Goal and/or Regional Plan:

#### COUNCIL GOALS:

1. Repair Replace maintain infrastructure (streets & utilities)
5. Retain, expand, and diversify economic base
11. Effective governance

## REGIONAL PLAN:

Goal T.1. Improve mobility and access throughout the region.

Policy T.1.4. Provide a continuous transportation system with convenient transfer from one mode to another.

Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.

Goal T.2. Improve transportation safety and efficiency for all modes.

Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

## **Has There Been Previous Council Decision on This:**

The City purchased the 9.23 acre Fresquez property in 2005 for the purpose of completing the University and Beulah roadway improvements.

## **Options and Alternatives:**

1. Approve the P3 Pre-Development Agreement.
2. Work independently with ADOT to acquire the necessary right-of-way and relocate their facilities.

## **Background/History:**

In 2005 the City purchased 9.23 acres located west of the existing ADOT facility at 1801 S. Milton Road with the intention of completing Beulah Boulevard to University Avenue and to realign the west leg of University Avenue to connect at the existing traffic signal of Milton Road and east University. City staff completed a preliminary realignment plan which is attached to this report and programmed \$7.4 million in the FY2015-2019 Capital Improvement Plan for design and construction. Both the acquisition and new roadways are funded by the Transportation Tax. The State of Arizona allows the Arizona Department of Transportation to participate in public/private partnerships (P3) that provide a benefit to the ADOT operations and the public interest. From this the P3 idea for this location was formed and ADOT issued a Request for Proposals for the redevelopment of the site to include the proposed roadway improvements. The successful proposal needed to include a new location ready for occupancy for the ADOT facility.

The selection committee included representatives from the City and ADOT and the RFP resulted in 4 proposals. The successful proposal was prepared by Vintage Partners, LLC. The proposal is to relocate ADOT to the existing Harkins Theater on Woodlands Village Boulevard and redevelop the existing site with a mixed use project that will dedicate the right-of-way required to construct the University/Beulah improvements. Multiple transactions are required to accomplish the project. The City will deed the 9.23 acre Fresquez parcel to ADOT in exchange for the ADOT land needed to complete the University realignment. ADOT will deed their 6.74 acres and the 9.23 acre Fresquez parcel (less the ROW needed for University and Beulah) to Vintage Partners in exchange for their new facility on Woodlands Village Boulevard. Vintage Partners will complete the necessary remodel and other site improvements required for ADOT to relocate. Although it is not included in the pre-development agreement, Vintage Partners has an agreement with Harkins Theater relating to the construction of a new theater on the east side of town between the Flagstaff Mall and Marketplace, which must be completed and occupied before the current Harkins site is available to begin the remodel.

## **Key Considerations:**

Staff supports moving forward with the P3 project. While the capital funding for the roadway improvement has been programmed, obtaining the land needed for ROW and relocating ADOT would be significant expense to the project.

#### **Expanded Financial Considerations:**

The Beulah Boulevard extension and University Avenue realignment are programmed in the current FY 2015-2019 Capital Transportation Plan.

#### **Community Benefits and Considerations:**

Although the primary benefit of the P3 project for the City is the completion of the University/Beulah roadway improvements, the redevelopment of the ADOT site with a mixed use project and a new larger theater on the east side of town will have an economic benefit to the community. The University/Beulah roadway improvement has been identified as an important project to incrementally address the existing congestion problem on Milton Road.

#### **Community Involvement:**

Inform - While the public has not had a formal role in the proposed P3 projects, the redevelopment of the ADOT site will require a rezoning application which will include the required public notifications, neighborhood meeting and public hearings.

Involve - Public participation is included in the rezoning process.

Collaborate - P3 is certainly a collaboration between the State, City and a private company. As the process continues there will be opportunity for the public to provide direct input on the proposed redevelopment of the ADOT site.

Empower - the voters of Flagstaff approved the 2000 Transportation Tax which funded the Fresquez acquisition and the \$7.4 million programmed in the Capital program for the University/Beulah roadway improvement.

#### **Expanded Options and Alternatives:**

The primary reason for City participation in P3 is to see the University/Beulah roadway improvements completed. Acquisition of ADOT property is necessary to realign University Avenue. Staff believes the P3 is the best option to complete the roadway improvement. The alternative is to work directly with ADOT to acquire the necessary land for public right-of-way. However, the roadway improvements cannot be completed without relocating the ADOT facilities which is why staff believes the P3 is the best way to accomplish the transportation improvement.

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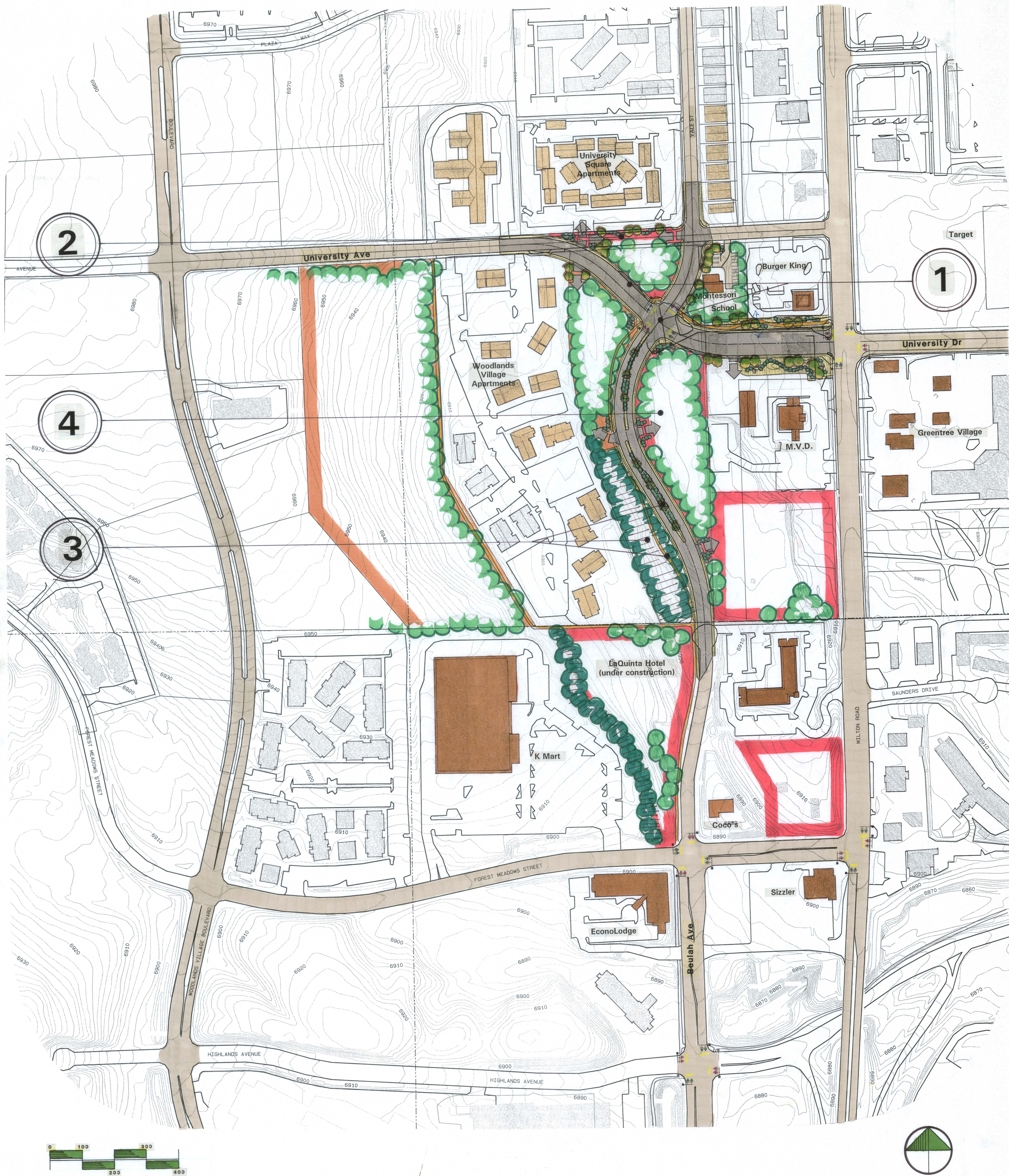
**Attachments:**     University/Beulah Realignment Map  
                              P3 PDA

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#### **Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Director	Rick Compau	11/21/2014 08:05 AM
Finance Director	Rick Tadder	11/21/2014 08:43 AM
Legal Assistant	Vicki Baker	11/21/2014 09:16 AM
Deputy City Attorney	Sterling Solomon	11/21/2014 09:31 AM
Community Development Director	Barbara Goodrich	11/21/2014 11:23 AM
DCM - Josh Copley	Josh Copley	11/21/2014 01:46 PM
Form Started By: Dan Folke		Started On: 11/13/2014 05:00 PM
Final Approval Date: 11/21/2014		





# UNIVERSITY AVE & BEULAH BLVD REALIGNMENT



When recorded, return to:

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**PRE-DEVELOPMENT AGREEMENT**

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The date of this Pre-Development Agreement (this “Agreement”) is as of its Effective Date. The parties to this Agreement are the Arizona Department of Transportation, a division of the State of Arizona (“ADOT”), the City of Flagstaff, an Arizona municipal corporation (“City”) and Vintage Partners, LLC, an Arizona limited liability company (“Vintage”). Each of ADOT, City and Vintage may be referred to individually as a “Party”; or collectively as the “Parties.”

Recitals.

As background to this Agreement, the Parties, recite, state and acknowledge each of the following:

A. ADOT is empowered by Arizona Revised Statutes §28-401 and §28-7703 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

B. City is empowered by Arizona Revised Statutes §9-500.05 to enter into this agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the City.

C. ADOT owns certain real property (the “ADOT Property”) located within the City and as legally described on Exhibit A attached to this Agreement.

D. The City owns certain real property (the “City Property”) located within the City and as legally described on Exhibit B attached to this Agreement.

E. Vintage has the contractual right to purchase certain real property (the “Vintage Property”) located within the City and as legally described on Exhibit C attached to this Agreement.

F. The Parties are contemplating a series of contingent transactions which, if all contingencies are met, will result in the following:

1. Vintage will purchase the Vintage Property and, in collaboration with ADOT, will design and construct new operational facilities on the Vintage Property for use by ADOT (the “New ADOT Facilities”). Approval of the building’s interior design is in sole



discretion of ADOT. All other exterior building design shall be subject to all local site plan and permit review procedures.

2. The City, through one or more intergovernmental agreements, will convey the City Property to ADOT as just compensation for the “Roadway Property” as defined in Recital (4) and in lieu of relocation benefits related to ADOT’s move from the facilities on the ADOT Property.

3. Concurrently with the conveyance described in Recital F(2) of this Agreement and subject to terms and conditions to be agreed upon, ADOT will convey the ADOT Property and the City Property to Vintage in exchange for the Vintage Property and the New ADOT Facilities that have been constructed on Vintage Property.

4. Concurrently with the conveyances described in Recital F(2) and in Recital F(3) of this Agreement, and subject to terms and conditions to be agreed upon, Vintage will convey or dedicate to the City, at no cost to the City, certain portions of the ADOT Property and the City Property (the “Roadway Property”) to be determined during the Rezoning (as defined in Agreements Section 1(C) to permit the City to design and/or construct, or to contract with Vintage to design and/or construct (pursuant to City’s procurement procedures), certain roadway improvements planned by the City. Those Roadway Improvements programmed in the City’s FY2015 FY2019 Transportation Plan at a value of \$7,375,000 as an extension of Beulah Boulevard north to University Avenue, and the realignment of a portion of University Avenue in that vicinity (collectively, the “Transportation Improvements”).

G. To accomplish the foregoing, which will be evidenced and undertaken pursuant to a series of separate written agreements yet to be negotiated by, between and among the Parties, the Parties shall meet the conditions necessary to complete rezoning for the ADOT Property and the City Property. This Agreement has been procured pursuant to A.R.S. § 28-7703 *et seq.*, which authorizes ADOT to develop public-private partnership (“P3”) projects using a variety of delivery methods, including pre-development agreements and implementation agreements; and pursuant to A.R.S. § 11-952, which authorizes inter-governmental agreements for various purposes. The related transactions contemplated by the Parties may be referred to in this Agreement as the “P3 Project”; and the series of separate written agreements referred to above to accomplish the P3 Project may be referred to collectively in this Agreement as the “P3 Project Documents.”

#### Agreements.

NOW THEREFORE, in consideration of the mutual promises and performance of the Parties as set forth in this Agreement, and the Recitals as set forth above, all references to zoning or rezoning(s) throughout this Agreement shall mean that the Parties agree as more fully described below to meet the conditions necessary for rezoning applications to be presented to the City Council whereupon the City Council shall consider the requests for rezoning(s).

#### 1. Rezoning the ADOT Property.

A. Pursuant to Section 10-20.30.020(A)(2) of the Flagstaff Zoning Code (the “Code”), ADOT acknowledges that Vintage is a party under contract to acquire the ADOT Property with rights to submit an application for the rezoning of the ADOT Property (the “ADOT Property Rezoning”).

B. ADOT agrees that Vintage, as a party under contract to acquire the ADOT Property, can: (i) execute and submit to the City (in its capacity as the processing municipality for the ADOT Property Rezoning) any required applications or similar documents or instruments required in connection with the ADOT Property Rezoning; and (ii) to process the ADOT Property Rezoning applications through all relevant City processes and programs. The authority of Vintage is expressly limited to those matters described in the preceding sentence.

C. “The ADOT Property Rezoning” means the rezoning of all or portions of the ADOT Property from its current zoning classifications to the classification(s) which permits the requested land uses along with the associated Site Plan and Development Agreement.

D. The Parties acknowledge that Vintage is undertaking the ADOT Property Rezoning in order that Vintage, and its successors and assigns, shall be subject to the ADOT Property Rezoning at the time of conveyance of the ADOT Property to Vintage.

E. The City, in its capacity as the processing municipality for the ADOT Property Rezoning, agrees and acknowledges Vintage’s authorization under the Code to execute and submit any required applications, and thereupon to pursue and prosecute the ADOT Property Rezoning.

## 2. Rezoning the City Property.

A. Pursuant to Section 10-20.30.020(A)(2) of the Flagstaff Zoning Code (the “Code”), this Agreement constitutes the authorization by the City for Vintage to: (i) execute and submit to the City (in its capacity as the processing municipality for the City Rezoning) any required applications or similar documents or instruments required in connection with the City Rezoning; and (ii) to process the City Rezoning applications through all relevant City processes and programs. The authority of Vintage is expressly limited to those matters described in the preceding sentence.

B. “City Rezoning” means the rezoning of all or portions of the City Property from its current zoning classification or classifications to the classification which permits the desired uses along with the associated Site Plan and Development Agreement. The Parties acknowledge that they are undertaking the City Rezoning in order that Vintage, and its successors and assigns, shall be subject to the City Rezoning at the time of conveyance of the City Property to Vintage.

C. The City, in its capacity as the owner of the City Property, agrees and acknowledges Vintage’s authorization under the Code to execute and submit any required applications, and thereupon to pursue and prosecute the City Rezoning. The authority of Vintage is expressly limited to those matters described in the immediately preceding sentence.

3. General Agreements Regarding the ADOT Rezoning and City Rezoning.

A. The ADOT Property Rezoning and the City Rezoning (collectively, the “Rezonings”) will be prosecuted by Vintage at its sole cost and expense, including but not limited to the payment of all application fees and the cost of preparing all plans, plats, studies, exhibits and other materials required to be submitted with such applications.

B. Vintage shall concurrently apply for the ADOT Property Rezoning and City Rezoning promptly following execution of this Agreement by all Parties, and shall thereafter concurrently, diligently prosecute the ADOT Property Rezoning and City Rezoning applications to completion, unless and until the P3 Project as currently contemplated is abandoned by one or more of the Parties in accordance with this Agreement.

C. Subject to all applicable laws, ADOT and the City shall cooperate in good faith with Vintage to process the ADOT Rezoning and City Rezoning applications, recognizing that the Flagstaff City Council retains its full discretion to approve or deny the rezoning application.

D. The Parties agree to execute and deliver applications, documents, instruments, submittals, consents and other documents required to effectuate or evidence this Agreement and to evidence the authorization of Vintage by ADOT and the City to proceed hereunder.

E. Vintage shall apply for and prosecute its applications for Milton Road access and impacts directly with ADOT.

4. Other Pre-development Activities.

A. Schedule. The Parties shall exercise good faith and Commercially Reasonable Efforts (efforts which use a standard of reasonableness determined by what a similar person or entity would do according to the standards of the land use and development industry) to proceed with the following acts and undertakings with respect to the P3 Project on the target schedule set forth below, which schedule is not a representation of agreement binding upon any of the Parties, but simply reflects current pre-development discussions and projections as of the date of this Agreement:

1. 30 days from the Effective Date - Vintage submits to ADOT the final site plan and final office space plan for the Vintage Property;
2. 60 days from the Effective Date - Vintage submits to City a concept plan for the ADOT/City property; Vintage will subsequently submit to City for Site Plan review and approval for the new ADOT office/public service use at the Vintage property;
3. 90 days from the Effective Date - Vintage submits to the City the completed applications for the ADOT Property Rezoning and the

City Rezoning; ADOT approval (at ADOT's sole discretion) of site plan and office space plan at Vintage Property;

4. 315 days from the Effective Date - Vintage must obtain City staff completeness and substantive approval of its site plan, Direct Ordinance Zoning Map Amendments and regional plan amendment;
5. 390 days from the Effective Date - The ADOT Property Rezoning, City Rezoning, site plan and development agreement completed and decided upon by City of Flagstaff (at City's sole discretion);
6. 390 days from the Effective Date – Execution of Implementation Agreement between ADOT and Vintage, IGA between ADOT and the City, Development Agreement between the City and Vintage, and all other required agreements.

B. New ADOT Facilities. ADOT and Vintage will work collaboratively toward the approval of preliminary site plan and all pre-development plans in connection with the new ADOT Facilities, including determining applicable programing, scope and other related predevelopment schedules and activities. ADOT may approve or disapprove the preliminary site plan and all pre-development plans at its sole and absolute discretion.

C. Implementation Agreement. ADOT and Vintage will undertake the negotiation and drafting of an Implementation Agreement to be executed by them prior to any construction activity being undertaken by Vintage on the Vintage Property in connection with the construction of the New ADOT Facilities. If ADOT and Vintage fail to execute an Implementation Agreement, this agreement and the Project shall terminate and neither party shall have any claim or cause of action against another Party relating to this agreement.

5. Term. The term of this Agreement shall be through the first to occur of the following: (1) the completion (by appropriate action by the City Council of the City, acting in its sole discretion, and the passage of any applicable referral periods) of both the ADOT Property Rezoning and City Rezoning; (2) the execution by the Parties of all of the P3 Project Documents; (3) the termination or cancellation of this Agreement by a Party in accordance with, Section 6 or Section 7(c); or (4) June 30, 2016.

6. Remedies. In the event of a breach of this Agreement by a Party, the sole remedy of any other Party is to terminate this Agreement by written notice to the other Parties, in which event no Party shall have any further rights under this Agreement or any further responsibilities to any other Party arising from, under or in connection with this Agreement. No act or omission of any Party is specifically enforceable or susceptible of any other form of equitable relief, including but not limited to injunctive or special action relief. The Parties specifically disclaim and waive any right to seek or recover damages from or against any other Party arising from a breach of this Agreement or any provision hereof. Notwithstanding the foregoing, Vintage shall be required, as a condition for entering into an Implementation Agreement with ADOT, to certify

in writing that it has complied with the provisions of Sections 7(A), 7(D), 7(E), 7(F), 7(G), 7(I) and 7(J) of this Agreement.

7. Miscellaneous Provisions.

A. Indemnity and Insurance Requirements.

(1) General Indemnity: To the maximum extent allowed by law, Vintage shall indemnify, defend, and hold harmless the State of Arizona, acting by and through ADOT, and the City from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by ADOT and the City on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Vintage, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of work under this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vintage and/or its Subcontractors or claims under similar such laws or obligations in connection with the work performed under this Agreement. Vintage's obligation under this Section shall not extend to any liability to the extent caused by the gross negligence of ADOT and the City, or their employees, except the obligation does apply to any gross negligence of Vintage which may be legally imputed to ADOT and the City by virtue of their ownership or possession of land.

(2) Insurance Requirements: Vintage shall cause all of Vintage's professional employees and subcontractors to procure and maintain, until all of their obligations under the Agreement have been discharged, including any warranty periods, insurance as follows:

Professional Liability (Errors and Omissions Liability)

Each Claim: \$1,000,000

Annual Aggregate \$2,000,000

(a) In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Vintage warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time the activities undertaken under this Agreement are complete.

(b) The policy shall cover professional misconduct or negligent acts for those professionals providing services under this Agreement.

(c) The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona and the City in no way warrant that the minimum limits contained herein are

sufficient to protect Vintage from liabilities that might arise out of the performance of the services under this Agreement by Vintage, its agents, representatives, employees or subcontractors, and Vintage is free to purchase additional insurance. Vintage shall provide coverage with limits of liability not less than those stated above.

(d) Additional Insurance Requirements: The policies required by this Agreement shall include, or be endorsed (blanket endorsements are not acceptable) to include the following provisions:

(i) Vintage's policies shall stipulate that the insurance afforded Vintage shall be primary insurance and that any insurance carried by ADOT, and its agents, officials, employees of the State of Arizona, and the City shall be excess and not contributory insurance, as provided by A.R.S. Section 41-621(E).

(ii) Coverage provided by Vintage shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

(e) Notice of Cancellation: With the exception of the statutory ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require thirty (30) day notice to ADOT and the City. Such notice shall be sent directly to ADOT and the City by certified mail, return receipt requested.

(f) Acceptability of Insurers: Vintage's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona and the City in no way warrant that the above-required minimum insurer rating is sufficient to protect Vintage from potential insurer insolvency.

(g) Verification of Coverage: Vintage shall furnish ADOT and the City with certificates of insurance (ACORD form or equivalent approved by the State of Arizona and the City) as required by this Agreement. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona and the City before any activity contemplated by this Agreement commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of any activity contemplated by this Agreement and remain in effect for the duration of any activity contemplated by this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of this Agreement.

All certificates required by this Agreement shall be sent directly to ADOT and the City. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona and the City reserve the right to require complete copies of all insurance policies required by this Agreement at any time.

(h) Subcontractors: Vintage's certificate(s) of insurance shall include all subcontracts as insured under its policies; or Vintage, at its sole election, shall furnish or cause its subcontractors to furnish to ADOT and the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

(i) Approval: Any modification or variation from the insurance requirement of this Agreement shall be made by ADOT in consultation with the Department of Administration, Risk Management Division and the City's Risk Management Division. Such action will not require a formal amendment to this Agreement, but may be made by administrative action.

B. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles).

C. Cancellation. This Agreement may be terminated or cancelled by a Party at any time prior to execution of an implementation agreement between ADOT and Vintage upon thirty (30) day written notice to the other Parties.

D. Lobbying Activities. Vintage certifies that, to the best of Vintage's knowledge and belief, no federal, state or local appropriated funds have been paid or will be paid by or on behalf of Vintage, to any person for influencing or attempting to influence an employee of any federal, state or local agency, member of Congress, City elected officials, an officer or employee of Congress, or an employee of a Member of Congress, an employee of the State of Arizona or the City in connection with the awarding of any federal, state or local contract, the making of any federal, state or local grant, the making of any federal, state or local loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification for any federal, state or local contract, grant, loan or cooperative agreement. Vintage also certifies that it shall require all subcontractors to make the foregoing certification and disclosure in their subcontracts with Vintage, and shall include the certification and disclosure provisions set forth above in all subcontracts that exceed \$10,000.00. Notwithstanding the foregoing, it is acknowledged that Vintage has retained a consultant (who is a registered lobbyist) to advise Vintage, but Vintage acknowledges and agrees that no payment to such consultant has involved or will involve federal, state or local appropriated funds.

E. Compliance with Arizona Tax Laws. By signing this Agreement on behalf of Vintage, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Vintage and the Vintage is, to the best of the undersigned's knowledge, not in violation of any laws of the State of Arizona concerning payment of any and all taxes, fees, charges or levies imposed by any governmental entity.

F. Nondiscrimination. Vintage shall comply with State Executive Order No. 99-4 and all other applicable laws concerning nondiscrimination, including but not limited to the Americans with Disabilities Act.

G. Maintenance and Inspection of Records. Vintage shall maintain hard copies of all work product and similar records related to this Agreement in a reasonably accessible location within Flagstaff or Phoenix metropolitan area. In addition, Vintage shall maintain electronic versions of all work product and similar records to the greatest extent possible accessible from those locations. Vintage shall retain and preserve all such records for a period of 10 years from the end of this agreement or the end of the implementation agreement, whichever is longer. For the duration of this Agreement and the 10 year period of records retention, Vintage shall make all such records relating to this Agreement available during normal working hours for inspection, audit of copying by ADOT or ADOT's representatives, for any purpose related to this Agreement, including monitoring Vintage's performance and verifying Vintage's compliance with the terms and conditions of this Agreement. Vintage shall require in any subcontract that its subcontractors retain their work product and similar records relating to activities undertaken pursuant to this Agreement for the same time period and under the same conditions as those relating to the records of Vintage.

H. No Partnership. This Agreement does not establish, and shall not be construed as, a legal partnership between the Parties.

I. Certifications and Registrations. Vintage certifies that it shall require and, upon ADOT's request, will provide evidence that all principals, employees and subcontractors of Vintage performing services under this Agreement hold all required professional certifications and registrations in compliance with all applicable laws.

J. Subcontracts. All subcontracts for or relating to activities to be performed under this Agreement shall be in writing, and Vintage shall include in each such subcontract terms and conditions sufficient to require compliance by the subcontractors with all applicable requirements of this Agreement. Inclusion of the provisions in subcontracts as required in this Agreement is subject to audit by ADOT.

K. Restrictions on Assignment and Transfer. Owing to the nature of the P3 Project, including the selection of Vintage because of its unique qualifications and ownership of (or unconditional right to acquire) the Vintage Property, no assignment of the rights granted to Vintage under this Agreement shall occur without the prior written consent of ADOT and the City, which consent may be given or withheld in ADOT's and the City's reasonable discretion. Any purported assignment, transfer or conveyance in violation of this Section shall be void and shall vest no rights in the purported assignee or transferee.

L. Limited Severability. Each Party believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring ADOT or the City to do any act in violation of any Applicable Laws, constitutional provision, regulation, code or charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such



circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed. For purposes of this Agreement, the term “Applicable Laws” means the federal, state, county and local laws (statutory and common law), ordinances, rules, regulations, permit requirements, and other requirements and official policies of the State of Arizona and of the City which apply or are in effect as of the Effective Date

M. Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

N. Notices.

(1) Addresses. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by (a) personal delivery, (b) by United States Postal Service certified mail, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section, or (c) by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), for next-day delivery, delivery charges prepaid:

If to ADOT:	Arizona Department of Transportation Attn: _____ 206 South 17 <sup>th</sup> Avenue, MDA _____ Phoenix, Arizona 85007
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With a required copy to:	Arizona Attorney General’s Office Attn: Bryan B. Perry, Esq. 1275 West Washington Street Phoenix, Arizona 85007-2926
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If to the City:	City of Flagstaff Attn: City Manager 211 West Aspen Avenue Flagstaff, Arizona 86001-5359
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With a required copy to:	City of Flagstaff Attn: City Attorney 211 West Aspen Avenue
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Flagstaff, Arizona 86001-5359

If to Vintage: Vintage Partners, LLC  
Attn: David C. Scholl  
2502 East Camelback Road, Suite 214  
Phoenix, Arizona 85016

With a required copy to: Dickinson Wright PLLC  
Attn: Gary L. Birnbaum, Esq.  
1850 North Central Avenue, Suite 1400  
Phoenix, Arizona 85004-4568

(2) Effective Date of Notices. Any notice sent by United States Postal Service certified mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt (or refusal to accept receipt) by the addressee.

O. Time of Essence. Time is of the essence of this Agreement and each provision hereof.

P. Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

Q. Waiver. Without limiting the other terms or provisions of this Agreement, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

R. No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement.

S. Exhibits. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

T. Integration. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof

and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

U. Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise.

V. Amendment. No change or addition is to be made to this Agreement except by written amendment executed by all of the Parties. Upon amendment of this Agreement as established herein, references to “Agreement” shall mean this Agreement as amended. If, after the effective date of any amendment(s), the parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the “Original Development Agreement.” When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

W. Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

X. Conflict of Interest Statute. This Agreement is subject to, and may be terminated by the City or the State of Arizona in accordance with the provisions of A.R.S. §38-511.

Y. Waiver. Vintage hereby waives and releases the City from any and all claims under A.R.S. § 12-1134, et seq., including any right to compensation for reduction to the fair market value of all or any part of the Vintage Property as a result of the rezoning of the Vintage property, or of the ADOT Property and the City Property following conveyance to Vintage. The terms of the foregoing waiver shall run with the Vintage Property and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

Z. Effective Date. The effective date of this Agreement (the “Effective Date”) shall be the date of its recordation in the Official Records of Coconino County, Arizona, in accordance with the terms of A.R.S. §9-500.05.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement to be effective as of its Effective Date.

“ADOT”

ARIZONA DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Director

Date: \_\_\_\_\_

“CITY”

CITY OF FLAGSTAFF,  
an Arizona municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager

Date: \_\_\_\_\_

Attested:

\_\_\_\_\_  
City Clerk

Approved:

\_\_\_\_\_  
City Attorney

“VINTAGE”

VINTAGE PARTNERS, LLC  
an Arizona limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager

Date: \_\_\_\_\_

Exhibit A

[Legal Description of ADOT Property]

Exhibit B

[Legal Description of City Property]

## Exhibit C

[Legal Description of Vintage Property]

## CITY OF FLAGSTAFF

### STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Planning Development Manager  
**Date:** 11/21/2014  
**Meeting Date:** 12/02/2014



#### TITLE:

**Public Hearing, Consideration and Adoption of Ordinance No. 2014-30:** An ordinance of the City Council of the City of Flagstaff, Arizona, extending and increasing the corporate limits of the City of Flagstaff, Coconino County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing certain land totaling approximately 3.14 acres located at 2701 S. Woody Mountain Road, which land is contiguous to the existing corporate limits of the City of Flagstaff and establishing city zoning for said land as RR, Rural Residential. ***(Annexation of property for Aspen Heights located on Woody Mountain Road)***

#### RECOMMENDED ACTION:

- 1) Read Ordinance No. 2014-30 by title for the final time
- 2) City Clerk reads Ordinance No. 2014-30 by title only for the final time (if approved above)
- 3) Adopt Ordinance No. 2014-30

#### Policy Decision or Reason for Action:

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this Annexation request at its regular meeting on September 24, 2014. The Planning and Zoning Commission voted (6-0) to forward the request to the City Council with a recommendation of approval. Annexations are required to be adopted by ordinance.

#### Financial Impact:

None

#### Connection to Council Goal and/or Regional Plan:

##### COUNCIL GOALS:

Retain, expand, and diversify economic base  
 Effective governance

##### REGIONAL PLAN:

The current application was filed prior to the ratification of the Flagstaff Regional Plan 2030 (FRP 2030) and is therefore being reviewed against the policies of the Flagstaff Area Regional Land Use and Transportation Plan (RLUTP).

**LU1.6 - Require Urban Development to Locate within City Boundaries:** In order to ensure that all urban development can be provided with adequate public facilities and services, all urban land uses shall be located within the Urban Growth boundary and within the City's corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City



services, utilities, and fire protection. The City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the Regional Land Use and Transportation Plan.

#### **Has There Been Previous Council Decision on This:**

The Public Hearing for both the annexation and rezone was opened on October 21, 2014, and continued on November 3, 2014. It was continued again to the November 18, 2014, meeting, although no further public comment was received, and at this meeting first reading of the Ordinance was held, with a vote of 5-2.

#### **Options and Alternatives:**

The City Council may approve the ordinance as proposed, approve the ordinance with conditions, or deny the ordinance.

#### **Background/History:**

A request by Aspen Heights to annex approximately 3.14 acres at the intersection of East Route 66 and Woody Mountain Road. The area subject to the annexation is a portion of parcel 112-01-019. This parcel is currently vacant and was at one time heavily forested before the Woody Fire in 2006. The parcel is located within the Resource Protection Overlay (RPO) Zone and still maintains forest resources towards the southern portion of the property. The parcel is located within the Urban Service Boundary and this small portion of the overall parcel is within County jurisdiction.

The current application was filed prior to the adoption of the Flagstaff Regional Plan 2030 (FRP 2030) and is therefore being reviewed against the policies of the Flagstaff Area Regional Land Use and Transportation Plan (RLUTP). For comparison purposes only, policies from both plans are identified and discussed. The RLUTP designates this parcel as Mixed-Use. This land use category requires an average density of seven dwelling units per acre. The Mixed-Use category may have an emphasis on either residential or non-residential. The objective of this classification is to mix land uses by providing housing, shopping, and employment. However, this category does not preclude single-use developments. The FRP 2030 designates this parcel as Future Urban within an Urban Activity Center. The density range required for residential mixed-use is eight dwelling units per acre and a minimum floor area ratio of 1.0 or greater.

This annexation is the first of a two-step process. The second being a Concept Zoning Map Amendment request to zone the parcel to the MR, Medium Density Residential Zone (33.33 acres) for a student housing development and the HC, Highway Commercial Zone (3.60 acres) for future commercial development. The Zoning Map Amendment application is being processed concurrently with this application but will not become effective until after the annexation has been completed. A full Zoning Map Amendment policy analysis can be found in that staff report.

#### **Key Considerations:**

Annexations are adopted by the City Council via ordinance. Ordinance No. 2014-30 annexes 3.14 acres located at 2701 S. Woody Mountain Road into the City of Flagstaff. Prior to the second read of Ordinance No. 2014-30 the City Council will approve an Annexation and Development Agreement for the Aspen Heights project. A copy of the draft development agreement is attached for review.

Community benefits and considerations related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated September 12, 2014. The existing City of Flagstaff boundary bisects the current parcel limiting the development of the site. The majority of the existing parcel is located within the City of Flagstaff boundaries and the annexation will result in a correction of the City limits to allow for appropriate development of the subject site. The proposed development will require a proportional- share contribution to a future traffic signal at the intersection of Route 66 and S. Woody Mountain Road per the results of the accepted traffic impact analysis. In addition, approximately 5500 linear feet of sewer line will need to be upgraded in conjunction with the proposed development. The Applicant has indicated their desire to participate in the recapture program. The proposed development plans to off-set recreation impacts associated with the project by providing substantial recreation improvements on site in compliance with the City of Flagstaff Zoning Code.

The Applicant held a neighborhood meeting on Thursday, March 27, 2014 at 5:30 pm. The Applicant received two phone calls from their meeting notice requesting information about the project. Seven people attended the meeting and had questions in regards to the case. None of the attendees expressed opposition to the Annexation or the Zoning Map Amendment. Staff has not received any other comments in regards to either the annexation or the Zoning Map Amendment.

The Planning and Zoning Commission conducted a public hearing on September 24, 2014 at 4 p.m. Three individuals spoke in regards to this case. Two addressed concerns in regards to dark sky related issues and the impacts of outdoor lighting. One individual asked for additional information in regards to the provision of affordable housing.

- (Recommended Action): The City Council may approve the Annexation as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2014-30.
- The City Council may approve the Annexation with conditions of approval.
- The City Council may deny the Annexation.

**Attachments:** [P&Z Commission Staff Report](#)  
[Annexation Application](#)  
[Annexation Legal Description](#)  
[Zoning Map with City limits](#)  
[Annexation Public Hearing Notices](#)  
[P&Z Commission Draft Minutes](#)  
[Ord. 2014-30](#)

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## Form Review

Inbox	Reviewed By	Date
Current Planning Manager	Mark Sawyers	10/02/2014 03:38 PM
City Clerk	Elizabeth A. Burke	10/02/2014 03:56 PM
Planning Director	Dan Folke	10/03/2014 11:33 AM
Legal Assistant	Vicki Baker	10/03/2014 11:34 AM
City Attorney	Michelle D'Andrea	10/08/2014 04:50 PM
Community Development Director	Elizabeth A. Burke	10/09/2014 09:21 AM
Planning Director	Dan Folke	10/09/2014 09:49 AM
DCM - Josh Copley	Josh Copley	10/09/2014 01:08 PM
Form Started By: Tiffany Antol		Started On: 09/29/2014 09:26 AM
Final Approval Date: 11/21/2014		

**PLANNING AND DEVELOPMENT SERVICES DIVISION**  
**ANNEXATION REPORT**

**PUBLIC HEARING**  
**PANX 14-0001**

**DATE:** **September 12, 2014**  
**MEETING DATE:** **September 24, 2014**  
**REPORT BY:** **Tiffany Antol**

**REQUEST:**

An annexation request of approximately 3.14 acres located at 2701 S. Woody Mountain Road. The property is identified as a portion of Coconino County Assessor's Parcel Number 112-01-019 which is approximately 36.94 acres. This annexation request is the first part of a two-part request. The second part of the request is a Concept Zoning Map Amendment.

**STAFF RECOMMENDATION:**

Staff recommends the Planning and Zoning Commission forward the annexation request to the City Council with a recommendation for approval.

**PRESENT LAND USE:**

The subject site consists of undeveloped land in the General (G) Zone under Coconino County jurisdiction.

**PROPOSED LAND USE:**

If this annexation is approved, the property will be designated with Rural Residential (RR) zoning. The accompanying zoning map amendment will change the zoning on the property from the Rural Residential (RR) Zone to the Medium Density Residential (MR) and Highway Commercial (HC) Zones for the development of a proposed student housing project and undetermined commercial uses.

**NEIGHBORHOOD DEVELOPMENT:**

North: Vacant land owned by the City of Flagstaff in the Rural Residential (RR) Zone; Professional River Outfitters in the General Commercial (CG-10,000) Zone under Coconino County jurisdiction.  
East: Woody Mountain Campground & RV Park in the Rural Residential (RR) Zone and the Planned Community (PC) Zone under Coconino County jurisdiction; Presidio in the Pines in the High Density Residential (HR) Zone.  
South: Vacant Land in the Rural Residential (RR) Zone.  
West: Vacant Land in the Rural Residential (RR) Zone.

**REQUIRED FINDINGS:**

The Commission shall find that the requested annexation complies with Section 9-471 of the Arizona Revised Statutes; the applicable goals and policies set forth in the City's General Plan, "Flagstaff Area Regional Land Use and Transportation Plan"; and Division 10-20.90 of the *Flagstaff Zoning Code*.

**STAFF REVIEW:**

**INTRODUCTION/BACKGROUND:**

A request by Aspen Heights to annex approximately 3.14 acres at the intersection of East Route 66 and Woody Mountain Road. The area subject to the annexation is a portion of parcel 112-01-019. This parcel is currently vacant and was at one time heavily forested before the Woody Fire in 2006. The parcel is located within the Resource Protection Overlay (RPO) Zone and still maintains forest resources towards the southern portion of the property. The

parcel is located within the Urban Service Boundary and this small portion of the overall parcel is within County jurisdiction.

The current application was filed prior to the adoption of the *Flagstaff Regional Plan 2030 (FRP 2030)* and is therefore being reviewed against the policies of the *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)*. For comparison purposes, policies from both plans are identified and discussed. The *RLUTP* designates this parcel as Mixed-Use. This land use category requires an average density of seven dwelling units per acre. The Mixed-Use category may have an emphasis on either residential or non-residential. The objective of this classification is to mix land uses by providing housing, shopping, and employment. However, this category does not preclude single use developments. The *FRP 2030* designates this parcel as Future Urban within an Urban Activity Center. The density range required for residential mixed-use is eight dwelling units per acre and a minimum floor area ratio of 1.0 or greater.

This annexation is the first of a two-step process. The second being a Concept Zoning Map Amendment request to zone the parcel to the MR, Medium Density Residential Zone (33.33 acres) for a student housing development and the HC, Highway Commercial Zone (3.60 acres) for future commercial development. The Zoning Map Amendment application is being processed concurrently with this application but will not become effective until after the annexation has been completed. A full Zoning Map Amendment policy analysis can be found in that staff report.

#### **ARIZONA STATE STATUTE COMPLIANCE:**

State statutes only allow the City to adopt a zoning classification that permits densities and intensities no greater than those permitted by the County immediately before the annexation. The current county zoning is G, General that requires ten-acre minimum lot size. The closest city zoning district is the RR, Rural Residential District, which provides for one dwelling unit per acre based on the single-family option.

A Zoning Map Amendment application to zone the parcel to MR, Medium Density Residential, and HC Highway Commercial will be necessary to accommodate the proposed development. The Zoning Map Amendment application will be considered subsequent to review of the annexation application.

#### **REGIONAL LAND USE AND TRANSPORTATION PLAN CONFORMANCE:**

##### **Policy/Analysis**

All proposed annexations shall be evaluated as to whether the application is consistent with the policies of the General Plan. The proposed annexation should not be detrimental to the majority of the persons or property in the surrounding area or the community in general. The City's basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City.

The General Plan further provides, "The Regional Plan establishes an Urban Growth Boundary that identifies lands that are currently most appropriate for compact, urban development. The lands shall be planned for the full range of urban services and are appropriate for annexation under appropriate conditions. By directing growth to well-defined, contiguous areas, development is more efficiently served; open lands and natural resources can be better protected; public facilities and services can be delivered more effectively; neighborhoods can provide a greater range of options for housing types." The following policies are considered by staff to be the most pertinent to the annexation:

##### **RLUTP Policy**

**LU1.6 - Require Urban Development to Locate within City Boundaries:** In order to ensure that all urban development can be provided with adequate public facilities and services, all urban land uses shall be located within the Urban Growth boundary and within the City's corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City services, utilities, and fire protection. The

City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the Regional Land Use and Transportation Plan.

### **FRP 2030**

**LU.7.2 - Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate.**

### **Summary of Regional Plan & Annexation Compliance**

This parcel is located within the Urban Growth Boundary. The proposed annexation is consistent with the goals and policies of the Regional Land Use and Transportation Plan and furthermore the application complies with all the requirements set forth in the Arizona Revised Statutes related to annexations.

### **PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:**

#### **Traffic/Access/Pedestrian/Bicycle Impact:**

The site is bounded on the north by Route 66, on the east by Woody Mountain Road, and on the south by Presidio Drive. Vehicular access to the site is provided from all three roadways. Proposed road and edge improvements include the dedication of additional right-of-way for Woody Mountain Road. Improvements within the right-of-way include: new curb, gutter, FUTS/sidewalk, and parkway along Route 66, Woody Mountain Road, and Presidio Drive. A southbound right turn lane into both entrances on Woody Mountain Road, and a northbound two-way left turn lane at the main entrance on Woody Mountain Road will be required for the proposed student housing project.

A Traffic Impact Analysis was prepared for the developer by CivTech, Inc. to demonstrate the anticipated traffic volumes generated from the proposed development. The City Traffic Engineer reviewed the concept plan and the TIA and subsequently accepted the results subject to the following conditions:

1. Vehicular and pedestrian cross access shall be provided between the residential land use and the commercial land use. The applicant can decide the location of the cross access, but the access does need to be provided with future site planning submittals. No TIA analysis needs to be done.
2. The Signal Warrant Analysis for the intersection of Route 66 and Woody Mountain is not approved, but ADOT's review conditions are attached and the re-submittal of the warrant analysis is not expected to change the proportional share analysis, nor recommend that a signal be installed upon project opening. Under those two qualifying statements, the following Condition of Approval #3 is valid. If either of these two qualifying conditions change, the following condition will need to be re-evaluated.
3. Future ROW needs and proportional share for the intersection of Route 66 and Woody Mountain are required. A planning level signal layout should be provided with construction plans to help determine the ROW dedication requirements. The developer's proportional share contribution for this future signal need is documented in the attached table. The planning level estimate for a future signal in the Flagstaff Region is \$400,000. The calculated proportional share based on the percent of project traffic in the intersection of Woody Mountain Road and Route 66 is 25.7%, or \$102,805. The timing of this proportional share contribution shall be outlined in the Development Agreement.

ADOT has also reviewed the TIA and provided comments similar to the City Traffic Engineer. These comments are attached to this report.

The project site is not currently serviced by transit. This area is identified in the Flagstaff Area Regional Land Use and Transportation Plan for future service. The applicant has discussed the possibility of extending service to the subject site in partnership with the local transit authority but no official agreement is in place to service the property at this time.

Pedestrian and bicycle access to the subject property is limited. There are currently no sidewalks along Route 66 or Woody Mountain Road in the vicinity of this project. Bike lanes are provided along Woody Mountain Road up to Woodlands Village Boulevard beyond which a striped shoulder exists continuing out to the subject property. It will be possible for both pedestrians and bicycles to gain access through the Presidio in the Pines into Boulder Pointe and beyond, but the roadways within Presidio in the Pines have not been fully constructed.

#### **Water System Analysis:**

A Water and Sewer System Analysis was prepared on behalf of the City. The main source of water for this site is a 12-inch diameter Zone A+ waterline located in Woody Mountain Road. This line extends from Route 66 to the Presidio in the Pines subdivision along the eastern boundary of the subject property within existing right-of-way. The existing Zone A+ waterlines are fed by the Railroad (RR) Springs tank and a booster pump located in Railroad Springs Subdivision.

Three connections will need to be made to the existing 12-inch main to provide water for the proposed development on the subject property. A looped water system will be required for the development of this site. The proposed water main extensions that will serve as the backbone infrastructure for the proposed development are made up of 8-inch waterlines. Water line stub outs for future connectivity to adjoining parcels on the west side of the subject property will need to be provided as well.

#### **Sewer System Analysis:**

The Water and Sewer System Analysis identified two connection points to the City sewer system. The nearest sewer lines are located along Woody Mountain road. There are two 8-inch diameter PVC sewer lines located along the southeastern border of the subject property. The Rio De Flag Wastewater Treatment Plant, which is currently operating below maximum capacity, will treat all sewage collected in these lines. Connection to the existing 10-inch diameter sewer line in West Highway 66 is proposed for development of the subject site. The existing 10-inch trunk line does not have sufficient capacity to convey all anticipated sewage flows generated by this site. The proposed development will be required to extend public sewer lines adequate to carry all anticipated contributory flows generated by the future residents of this project, as well as, any potential flows from upstream sources. Approximately 5,500 feet of existing sewer line will need to be upsized to handle the additional flow created by this project.

#### **Stormwater:**

The development of the subject project is proposing on-site mitigation in lieu of a Drainage Impact Analysis. The proposed stormwater management design will not increase the volume of pre-development flows off-site. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods.

#### **Parks and Recreation:**

The City of Flagstaff Parks and Recreation Organizational Master Plan and the Flagstaff Area Regional Land Use and Transportation plan identifies a future community scale park (20+ acres) on or near the subject property. The current Flagstaff Regional Plan 2030 does not identify a park at this location. While zoning regulations do require some type of open space areas, they do not require the dedication of land and facilities for the development of public parks.

The Zoning Code requires residential developments with 50 or more dwelling units to provide a minimum of five percent of the site in civic spaces that are either privately held and open to the public or publicly owned and set aside as a civic space. The proposed student housing development would require approximately a minimum of 1.5 acres as civic space. This space is shown as passive/active green space in the center of the project that provides a trail system with recreational facilities. This system would have to be made available to the public as well as the residents of the

project to meet this requirement. Additionally, the Zoning Code requires that a minimum of 15% of the site be maintained as open space which is roughly 4.5 acres of the proposed student housing project site. Resource preservation such as floodplains, slopes, and forests may be used to satisfy this standard and includes active and passive recreation uses, landscape areas, and community gardens.

In order to off-set the parks and recreation demands of the students living on-site, active and passive recreation amenities have been incorporated into both the civic and open space requirements. Those amenities include a clubhouse, pool/spa recreation area, sports courts and a walking trail with exercise stations, BBQ grills, picnic tables and a pavilion to be determined through site plan review. The developer will also be required to provide a portion of the Flagstaff Urban Trail System along Woody Mountain Road as part of the roadway edge improvements. This will be a significant improvement to the Woody Mountain Road corridor for alternative modes.

### **Schools:**

The proposed development of the subject site is not anticipated to affect the local school district. The primary intended occupants are Northern Arizona University Students. The Arizona State Legislature does not currently enable units of local government to assess school impact mitigation through development processes.

### **Fire Protection:**

According to Fire Department staff, the site is within the desired four-minute response time from Fire Station No. 1, located at 1972 S. Thompson Drive.

### **ZONING REQUIREMENTS FOR PROPOSED ZONING:**

As was noted above, if annexed, the property will need to be brought into the City as a zone similar to the existing County zoning. In this case, the City's RR, Rural Residential Zone, best matches the county G, General Zone. Arizona statute requires that once annexed, the zoning is to remain in place for a period of 30 days. As a result, an ordinance modifying the zoning code must include an effective date 30 plus days after the annexation ordinance becomes effective. The Zoning Map Amendment application and the staff report have been provided in conjunction with this application and will explain the proposed MR, Medium Density Residential Zone and HC, Highway Commercial Zone.

### **OTHER REQUIREMENTS:**

#### **Citizen Participation**

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site. The notices were also provided to the County Recorder, County Assessor, County Community Development Department and the Chair of the Board of Supervisors.

The applicant held a neighborhood meeting on Thursday, March 27, 2014 at 5:30 pm. The applicants received two phone calls from their meeting notice requesting information about the project. Seven people attended the meeting and had questions in regards to the case. None of the attendees expressed opposition to the Annexation or Zoning Map Amendment. Staff has not received any other comments in regards to this annexation.

### **RECOMMENDATION:**

Staff recommends that the Commission forward the annexation request to the City Council with a recommendation of approval.



**ATTACHMENTS:**

- Application and narrative from applicant
- Annexation Legal Description and Map
- Public Hearing Legal Advertisements
- Traffic Impact Analysis Acceptance Memo (included in PREZ 14-004 packet)
- Citizen Participation Plan (included in PREZ 14-004 packet)
- Draft Development Agreement (included in PREZ 14-004 packet)
- Concept Plan Packet: (included in PREZ 14-004 packet)
  - Conceptual Site Plan
  - Concept Utility Plan
  - Natural Resource Protection Plan
  - Conceptual Landscape Plan
  - Annexation Map
  - Residential Building Elevations Examples



# City of Flagstaff

## Community Development Division

211 W. Aspen Ave  
Flagstaff, AZ 86001  
www.flagstaff.az.gov

P: (928) 213-2618  
F: (928) 779-7684

ANX

Date Received MAR 11 2014		Application for Annexation		File Number DEV 13-007
Property Owner(s) Aspen Heights	Title	Phone 512-970-1317	Email cvatterott@myaspenheights.com	
Mailing Address 1301 S. Capital of Texas Hwy Suite B-201		City, State, Zip Austin, TX 78746		
Applicant mogollon Engineering	Title	Phone 214-0214	Email mogollon99@aol.com	
Mailing Address 411 W. Santa Fe		City, State, Zip Flagstaff, AZ 86001		
Project Representative Kent Hotsenpiller	Title	Phone	Email	
Mailing Address		City, State, Zip		

Site Address 2701 S. Woody Mountain Rd	Parcel number(s) 112-01-019	Subdivision, Tract & Lot Number n/a	
Existing Zoning District RR	Existing Regional Plan Land Use Category mixed use		
Proposed Zoning District MR & HC	Proposed Regional Plan Land Use Category		
Present Use vacant	Proposed Use student housing		
Summarize Reason for Request (Attach additional sheets if necessary): see attached			
Note: Indicate how the annexation will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If a modification to the Regional Land Use and Transportation Plan or a Zoning Map Amendment is requested, clearly state the reasons for such changes (a separate application is required).			
Property Owner Signature 	Date 3/11/14	Applicant Signature Kent Hotsenpiller	Date 3/10/14
For City Use			
Date Filed:	Fee Receipt Number:	Amount:	Date:
Type of Request:	<input type="checkbox"/> Annexation <input type="checkbox"/> Continued		
Publication and Posting Date(s):		File Number:	
Action by Planning and Zoning Commission:		Action by City Council	
Hearing Date:		Hearing Date:	
<input type="checkbox"/> Approved <input type="checkbox"/> Continued		<input type="checkbox"/> Approved <input type="checkbox"/> Continued	
<input type="checkbox"/> Denied		<input type="checkbox"/> Denied	

Staff Assignments	Planning Jeffery	Engineering Deena	Fire Kent	Stormwater Kyla	Utilities/PW Jim
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Revised 9/28/11

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PSPR20140005

## Application for Annexation

Information Required pursuant to the Application for Annexation, Information Required, Section 2:

### 2. An applicant must state the reason for request and why request should be granted.

#### 2.1 Reason for the Request

This Application for Annexation has been filed by Aspen Heights in connection with its plans to develop a 37-acre parcel at the corner of Woody Mountain Road and Route 66 as a mixed-use development with MR, Medium Density Residential, and HC, Highway Commercial zoning. Of the total acreage, 3.14 acres is located outside the City's limits and comprises the majority of the 3.6-acre commercial portion of the property. The annexation will permit the development of the property under the policies regarding Mixed-Use Development articulated in the Regional Land Use and Transportation Plan for the West Side of Flagstaff in the area near Highway 66 and Woody Mountain Road.<sup>1</sup>

#### 2.2 Why the Request Should be Granted

The request should be granted because it will help further the following RLUTP policies:

**Policy LU1.5—Provide for New City Mixed-Use Neighborhoods.** The Regional Plan designates new development areas within the Urban Growth Boundary for development as mixed-use neighborhoods. The criteria for these areas includes average densities, a mix of mutually supportive and integrated residential and non-residential land uses, and a network of interconnected streets, and pedestrian and bicycle connections. Designated areas include Canyon del Rio and the West Side Area, and may include other future areas identified as Planning Reserve Areas. Additionally, existing older neighborhoods, such as Southside, Sunnyside, and parts of downtown, may be suitable for limited and sensitively designed mixed-use development.

#### **Policy LU1.6—Require Urban Development to Locate within City Boundaries**

In order to ensure that all urban development can be provided with adequate public facilities and services, it is the policy of this Regional Plan that all urban land uses shall be located within the Urban Growth Boundary, within the city's corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City services, utilities, and fire protection. The City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the Regional Land Use and Transportation Plan.

There are no natural or other demarcations between the portion of the parcel (APN 112-01-019) that lies within the City and that which is part of unincorporated lands in the County. The annexation of the 3.14 acres sought by the applicant for inclusion within the City's boundaries will

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<sup>1</sup> RLUTP, Underlying Principles, 1-18

permit development on the entire parcel to proceed through the processes of a single jurisdiction, providing for greater efficiency and coherence in planning. Inclusion of the majority of the 3.6 acres designated for commercial development will allow the parcel as a whole to meet the Mixed-Use Development goals of the RLUTP for development in this area.

If the annexation is successful, the applicant will proceed with its application for a Zoning Map amendment and approval of its proposed project, which will provide 224 cottage units of student housing with 714 rooms for rent in the Medium Density Residential portion of the parcel and 3.6 acres of retail trade or general services uses on the Highway Commercial portion of the parcel. The proposed development will provide a community benefit by promoting the efficient use of land in an area presently zoned for 1-acre single-family lots, which might provide 36 to 37 dwellings, through approval of a proposed Zoning Map amendment to permit a higher density of uses as authorized by the RLUTP for this area.

The project will improve Woody Mountain Road and provide a new public roadway along the south boundary for connectivity to the west. Additional requirements of the City and the Arizona Department of Transportation with regard to traffic impacts will also be met. Extensive construction will be undertaken to extend water and sewer mains to a considerable distance to the east in two places.

## EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; thence South  $85^{\circ}15'51''$  East along said north boundary a distance of 183.66 feet to the Point of Beginning;

Thence continue South  $85^{\circ}15'51''$  East along said north boundary a distance of 599.30 feet to the northeast corner of Instrument 3546194 which is a point on the centerline of Woody Mountain Road;

Thence South  $00^{\circ}18'32''$  East along said centerline a distance of 195.77 feet;

Thence South  $88^{\circ}04'25''$  West a distance of 589.73 feet;

Thence North  $01^{\circ}55'35''$  West a distance of 265.22 feet to the True Point of Beginning;

Said Parcel contains 136,639 sq. ft. or 3.14 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



Expire: 2/10/15

Annex

City File Number \_\_\_\_\_

Descriptive Title \_\_\_\_\_

**Mogollon** Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

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# ANNEXATION MAP

A PORTION OF

INSTRUMENT 3546194

COCONINO COUNTY RECORDS LOCATED IN  
SECTION 19, T 21 N, R 7 E, FLAGSTAFF,  
COCONINO COUNTY, ARIZONA

U.S. HIGHWAY 66

N85°15'51"W 782.96'

South R.O.W. Hwy 66  
599.30'

Found 1/2" Rebar  
Bent

NE corner

Ins. 3546194

WOODY MOUNTAIN  
ROAD

N00°18'32"W  
195.77'

Future  
Right-of-Way

County

City

Annexed Area  
136,639 sq.ft.  
3.14 acres

N88°04'25"E  
589.73'

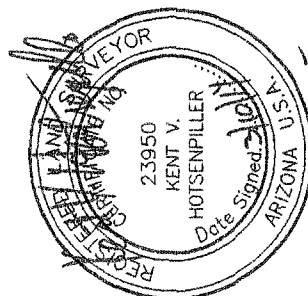
INSTRUMENT 3546194

CORPORATE  
LIMITS

S01°55'35"E  
265.22'

NW corner  
Ins. 3546194

Found 1/2" Rebar w/  
Plastic Cap Illegible  
Melted



Expires on 3/31/15

Survey was performed in March of 2014.  
City Limit boundary as determined by COF  
GIS. Information shown hereon is true and  
correct to the best of my knowledge.

SCALE: 1"=100'

EXHIBIT B  
ANNEXATION  
MAP

**Mogollon**  
ENGINEERING  
& SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001  
P.O. Box 152, Flagstaff, Az. 86002  
Phone: 928-214-0214 • Fax: 928-918-0015

HORIZONTAL SCALE: 1"=100'

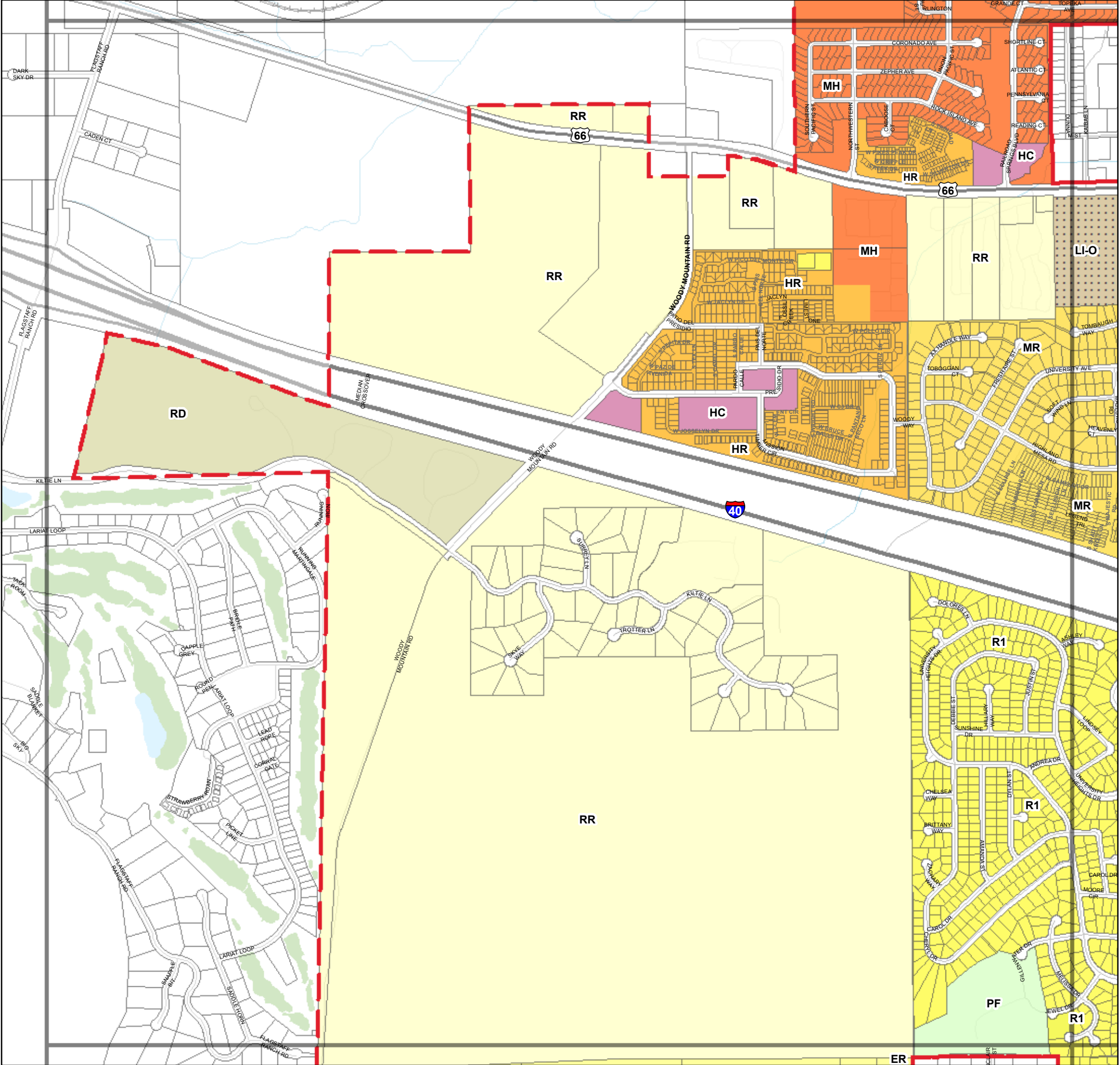
VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

DATE: 3/10/14

# City of Flagstaff Zoning Map 14



## Residential Zones:

- Rural Residential (RR)
- Estate Residential (ER)
- Single-family Residential (R1)
- Single-family Residential Neighborhood (R1N)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Manufactured Housing (MH)

## Commercial Zones:

- Central Business (CB)
- Highway Commercial (HC)
- Commercial Service (CS)
- Community Commercial (CC)
- Suburban Commercial (SC)

## Industrial Zones:

- Research and Development (RD)
- Light Industrial (LI)
- Light Industrial Open (LI-O)
- Heavy Industrial (HI)
- Heavy Industrial Open (HI-O)

## Resource and Open Space:

- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

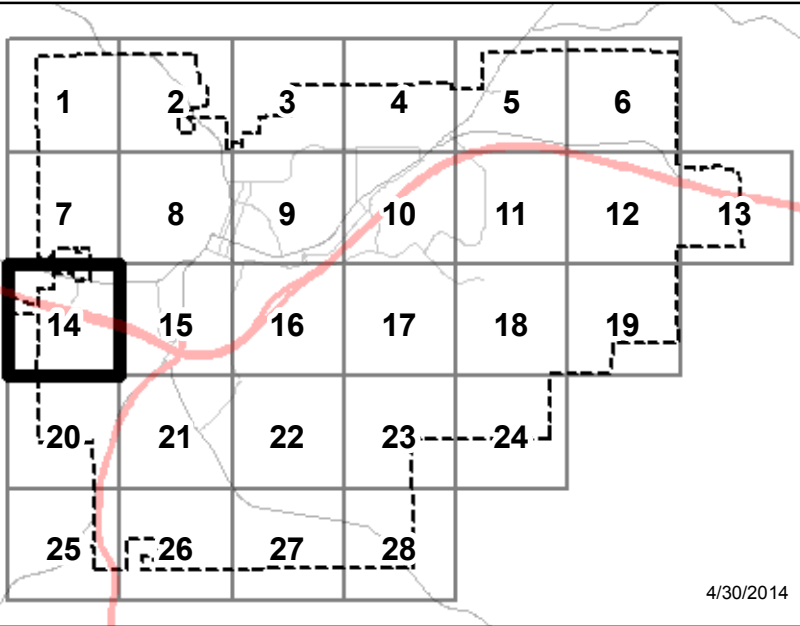
- Airport Overlay Zone
- Downtown Overlay Zone
- Townsite Overlay Zone
- Landmark Overlay Zone
- Regulating Plan Boundary
- City Limits
- Parcels



0 500 1,000 1,500 2,000 Feet



This map is known as the "City of Flagstaff Official Zoning Map" or the "City of Flagstaff Official Regulating Plan," and is intended to implement the City of Flagstaff Zoning Code per Ordinance 2011-20 adopted on 11/01/2011 and all subsequent amendments. These maps are based on the most accurate graphic information available at the time they were produced. The City of Flagstaff furnishes these maps "as is" and assumes no responsibility for their accuracy. All zoning information should be verified by legal description whenever possible.





# NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Flagstaff Planning and Zoning Commission will hold a public hearing on Wednesday, September 24, 2014 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, October 21, 2014, at 6:00 p.m. to consider the following:

## A. Explanation of Matters to be Considered:

1. A proposed annexation of approximately 3.14 acres of land to the City of Flagstaff as described in Part B below. The annexation is requested in order to incorporate a portion of an existing parcel of land into the City limit.

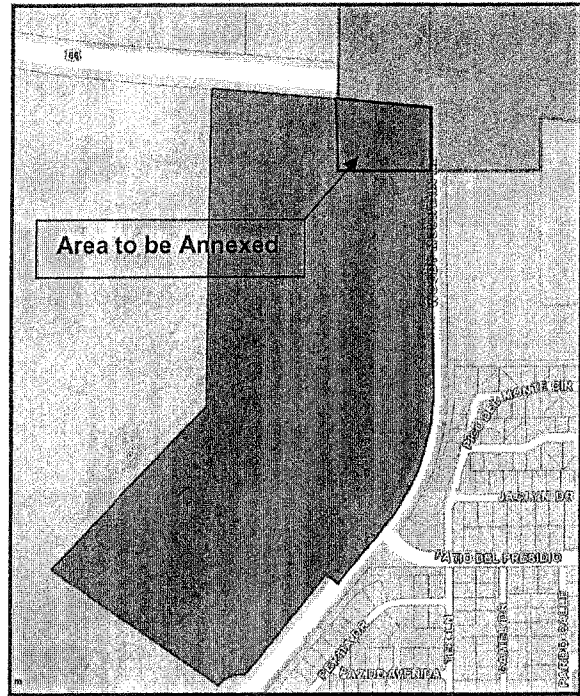
## B. General Description of the Affected Area:

Approximately 3.14 acres located at the northeast corner of Route 66 and Woody Mountain Road, a portion of Coconino County Assessor's Parcel Number 112-01-019, located in the NE 1/4 SE 1/4 Section 19, T21M, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

Interested parties may file comments in writing regarding the proposed annexation and rezoning or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed annexation and rezoning are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission meetings are held in the Council Conference Room of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona. All City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

## PROPOSED ANNEXATION MAP



**ADDRESS:** 2701 Woody Mountain Road  
**APN:** 112-01-019  
**ACRES:** Approximately 3.14 Acres  
City of Flagstaff, Coconino County



## For further information, please contact:

Tiffany Antol  
Planning Development Manager  
Planning & Development Services Div.  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

928-213-2608  
Email: [tantol@flagstaffaz.gov](mailto:tantol@flagstaffaz.gov)



Mail: September 5, 2014



# NOTICE OF PUBLIC HEARINGS

**NOTICE IS HEREBY GIVEN** that the Flagstaff Planning and Zoning Commission will hold a public hearing on Wednesday, September 24, 2014 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, October 21, 2014, at 6:00 p.m. to consider the following:

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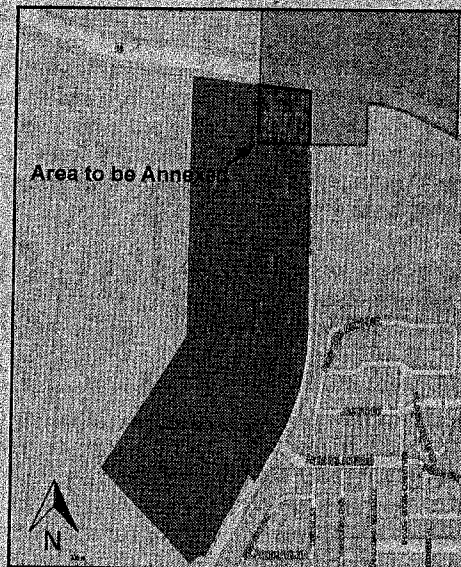
## **B. General Description of the Affected Area:**

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## **PROPOSED ANNEXATION MAP**



**ADDRESS:** 2701 Woody Mountain Road

**APN:** 112-01-019

**ACRES:** Approximately 3.14 Acres

## **FOR FURTHER INFORMATION, PLEASE CONTACT:**

Tiffany Antol  
Planning Development Manager  
Planning & Development Services Div.  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

928-213-2608

Email: [tantol@flagstaffaz.gov](mailto:tantol@flagstaffaz.gov)

Publish: September 7, 2014





# Minutes- Draft

City of Flagstaff

## PLANNING & ZONING COMMISSION

4:00 PM– Wednesday, September 24, 2014

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City Hall, Council Chambers, 211 W. Aspen Avenue



In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Tammy Bishop at (928) 213-2611 (or 774-5281 TDD). Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Planning and Zoning Commission and to the general public that, at this meeting, the Planning and Zoning Commission may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

CALL TO ORDER [Chairman Dorsett called the meeting to order at 4:00 p.m.](#)

COMMISSION MEMBERS: Stephen Dorsett, Chairman Paul W. Turner  
Present: Justin Ramsey, Vice Chairman Steve Jackson  
Paul Moore  
Tina Pfeiffer  
Absent: David Carpenter

CITY STAFF: Brian Kulina, Planning Development Manager  
Tiffany Antol, Planning Development Manager  
Mark Sawyers, Staff Liaison  
Becky Cardiff, Recording Secretary

### I. GENERAL BUSINESS

#### A. PUBLIC COMMENT

*(At this time, any member of the public may address the Commission on any subject within their jurisdiction that is not scheduled before the Commission on that day. Due to Open Meeting Laws, the Commission cannot discuss or act on items presented during this portion of the agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.)*

[None](#)

#### B. APPROVAL OF MINUTES

##### 1) Regular meeting of August 27, 2014.

[Motion to approve the minutes of the regular meeting of August 27, 2014, Moved by Commissioner Turner; seconded by Commissioner Ramsey. Motion carried unanimously.](#)

## II. OTHER BUSINESS

### PINNACLE PINES

Address: 800 E Sterling Lane  
Assessor's Parcel Number: 105-20-117  
Property Owner: Pinnacle 146 LLC  
Applicant: Mogollon Engineering  
Application Number: PPPL 2014-0005  
City Staff: Brian Kulina  
Action Sought: Preliminary Plat Request

A Preliminary Plat request from Mogollon Engineering & Surveying, Inc., on behalf of Pinnacle 146 LLC, for a development of approximately 18.59 acres into 106 single-family subdivision lots located at 800 E. Sterling Lane, within the Medium Density Residential (MR) zone.

Mr. Kulina gave a PowerPoint presentation on the proposed project and answered questions from Commissioners.

Kristen Smith, Flagstaff Fire Dept, was present and answered questions from Commissioners.

Reid Miller, Traffic Engineering, was present and answered questions from Commissioners.

Kent Hotsenpillar, Engineer representing the applicant, answered questions from Commissioners.

Sue Ellen, resident, discussed the potential access to the proposed project and the potential effect it could have on the value of her property.

Doug Hare, owner representative, answered questions from Commissioners

Motion to forward to City Council for approval Preliminary Plat PPPL 2014-0005 with additional mitigation of the impact of Silver Lane to adjoining properties Moved by Chairman Dorsett; seconded by Commissioner Ramsey. Discussion was held. Motion carried 5 to 1 with Commissioner Jackson dissenting.

## III. PUBLIC HEARING

### A. ASPEN HEIGHTS

Address: 2701 S Woody Mountain Road  
Assessor's Parcel Number: 112-01-019  
Property Owner: Landmarc Capital & Investment Co.  
Applicant: Aspen Heights  
Application Number: PANX 14-0001  
City Staff: Tiffany Antol  
Action Sought: Annexation Request

An annexation request of approximately 3.14 acres located at 2701 S. Woody Mountain Road. The property is identified as a portion of Coconino County Assessor's Parcel Number 112-01-019. This annexation request is the first part of a two-part request. The second part of the request is a Zoning Map Amendment.

## B. ASPEN HEIGHTS

Address: 2701 S Woody Mountain Road  
Assessor's Parcel Number: 112-01-019  
Property Owner: Landmarc Capital & Investment Co.  
Applicant: Aspen Heights  
Application Number: PREZ 14-0004  
City Staff: Tiffany Antol  
Action Sought: Zoning Map Amendment

A Zoning Map Amendment request to rezone approximately 33.33 acres from Rural Residential (RR) to Medium Density Residential (MR) and approximately 3.60 acres from Rural Residential (RR) to Highway Commercial (HC).

Ms. Antol gave a PowerPoint presentation on the proposed project Aspen Heights including information on both the Annexation and Zoning Map Amendment and answered questions from Commissioners.

Reid Miller, Traffic Engineer, answered questions from Commissioners

Rick Barrett, City Engineer, answered questions from Commissioners

Ms. Antol answered questions from Commissioners

Kent Hotsenpillar, Engineer representing the applicant, answered questions from Commissioners

Charlie Vatterott, Executive VP of Development, gave a PowerPoint on the proposed project.

William Ramsey, Regional Operations Manager representing the applicant, gave a PowerPoint presentation on the operation of the proposed project.

Dana Kjellgren, legal counsel representing the applicant, answered questions from Commissioners

Erika Mazza, NAIPTA, answered questions about possible transit from the proposed project.

**Motion to open the public hearing Moved by Commissioner Turner; seconded by Commissioner Moore. Motion carried.**

Public Comment was given as follows:

Elizabeth Betroff, resident, requested information on affordable housing

Ms. Antol and Ms. Kjellgren addressed the question about affordable housing

Chris Luginbuhl, astronomer, expressed concerns about lighting that the proposed project could produce.

Lance Diskan, representing the Dark Skies Coalition/resident, also expressed concerns about the lighting that the proposed project would produce.

Ms. Kjellgren addressed concerns that were brought up during public comment

A written comment was submitted as follows:

"Moran Henn, representing Friends of Flagstaff's Future, F3 is not in opposition or in support of this project. We do think however that approving it would be pushing the cart before the horse. The city and county are in the process of developing guidelines for dormitory style off campus student housing. The community is going to weigh in on this issue on October 27 at a meeting led by Mayor Nabours and Supervisor Archuleta. We only ask you give the community time. Given such strong

community engagement in the previous off campus housing issue we feel it would be best to not approve any such developments till after October 27. Thank you"

Motion to close the public hearing Moved by Commissioner Turner; seconded by Commissioner Jackson. Motion carried.

Motion to forward an approval to City Council of Annexation PANX 14-0001 Moved by Commissioner Turner; seconded by Commissioner Jackson. Motion carried unanimously.

Motion to forward for approval to City Council of PREZ 14-0004 with Staff conditions and the condition that Council seriously consider reducing the lumen counts currently allowed in the zone. Moved by Commissioner Moore. Motion failed with no second.

Motion to forward for approval to City Council of PREZ 14-0004 with proposed Staff Conditions Moved by Commissioner Turner; seconded by Commissioner Pfeiffer. Discussion was held.

Motion to amend the motion to include the condition that the applicant will work with the dark skies community to minimize the impact on the Observatory and to come up with conditions for the Development Agreement to achieve those results Moved by Chairman Dorsett; Seconded by Commissioner Pfeiffer. Motion carried and additional condition is added to the original motion.

Motion to forward to City Council for approval of PREZ 14-0004 with proposed Staff Conditions and the condition that the applicant will work with the dark skies community to minimize the impact on the Observatory and to come up with conditions for the Development Agreement to achieve those results. Moved by Chairman Dorsett; Seconded by Commissioner Pfeiffer. Motion carried unanimously.

#### IV. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

None.

ADJOURNMENT at 7:15

## **ORDINANCE NO. 2014-30**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY 3.14 ACRES LOCATED AT 2701 S. WOODY MOUNTAIN ROAD, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS RR, RURAL RESIDENTIAL**

### **RECITALS:**

WHEREAS, petitioners have a purchase agreement to buy a certain 36.94 acre parcel of land located at 2701 S. Woody Mountain Road, 3.14 acres of which are located within Coconino County, Arizona, as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibits A and B attached to and made a part hereof; and

WHEREAS, a petition in writing ("Petition") accompanied by a map or plot of said Property, having been filed and presented to the Mayor and Council of the City of Flagstaff, Arizona, signed by the owners of one-half or more in value of the real property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Flagstaff in the event of annexation of the territory and land hereinafter described as shown by the last assessment of said Property, which said territory is contiguous to the City of Flagstaff and not now embraced within its corporate limits, asking that the Property be annexed to the City of Flagstaff, and that the corporate limits of the City of Flagstaff be extended and increased so as to embrace the same; and

WHEREAS, the Mayor and Council of the City of Flagstaff, Arizona, are desirous of complying with said Petition and extending and increasing the corporate limits of the City of Flagstaff to include said territory, as described in Exhibits A and B; and

WHEREAS, said Petition set forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Flagstaff, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after said Petition had been signed by an owner of real and personal property in such territory; and

WHEREAS, the provisions of Section 9-471, Arizona Revised Statutes, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Flagstaff, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Coconino County Recorder; and

WHEREAS, the development of the Property will be controlled by the conditions of approval of the annexation application, other relevant provisions of the Zoning Code, and various other City codes regulating the development of the Property; and

WHEREAS, the Council finds that the proposed annexation for the Property has been considered by the Planning and Zoning Commission and that the City staff and the Commission have each recommended that the Council proceed with the annexation at this time; and

WHEREAS, the Council has reviewed the Staff Summary Report, which discusses the proposed annexation, and now finds that the annexation of the Property would be consistent with the objectives and policies of the Flagstaff Area Regional Land Use and Transportation Plan enacted in November, 2001 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; that the proposed annexation would not require any current expenditures in the City's capital improvement program because the Petitioner will enter into a development and annexation agreement concurrent with their requested rezoning of the Property which determines the allocation of infrastructure costs; and the Council specifically further finds that:

The annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

#### **ENACTMENTS:**

#### **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Flagstaff, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Flagstaff corporate limits:

See attached Exhibits A and B which are incorporated herein by this reference.

SECTION 2. That the territory described in Exhibits A and B is annexed to the City of Flagstaff subject to the following conditions:

1. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Flagstaff, certified by the Mayor of said City of Flagstaff, be forthwith filed and recorded in the office of the County Recorder of Coconino County, Arizona.

SECTION 3. That, pursuant to the provisions of Section 9-471(L), Arizona Revised Statutes, upon this Ordinance becoming final under the provisions of Section 9-471(D), Arizona Revised Statutes, the municipal zoning designation for the Property under the Zoning Code shall be RR (Rural Residential).

SECTION 4. The Community Development Department of the City of Flagstaff is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

SECTION 5. That the Flagstaff City Clerk shall provide a copy of the adopted annexation ordinance to the Clerk of the Coconino County Board of Supervisors within sixty days of the annexation becoming final.

SECTION 6. This Ordinance shall become effective thirty days after adoption by the Flagstaff City Council.

PASSED AND ADOPTED by the Mayor and City Council of the City of Flagstaff, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



## EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; The Point of Beginning;

Thence South  $85^{\circ}15'51''$  East along said north boundary a distance of 782.96 feet to the northeast corner of Instrument 3546194 which is a point on the centerline of Woody Mountain Road;

Thence South  $00^{\circ}18'32''$  East along said centerline a distance of 200.55 feet;

Thence North  $85^{\circ}16'49''$  West a distance of 786.49 feet to a point on the west line of said parcel;

Thence North  $00^{\circ}42'05''$  East along said west line a distance of 200.49 feet to the True Point of Beginning;

Said Parcel contains 156,857 sq. ft. or 3.60 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



HC zone

City File Number \_\_\_\_\_

Descriptive Title \_\_\_\_\_

**Mogollon** Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

HC REZONING MAP

A PORTION OF  
INSTRUMENT 3546194

COCONINO COUNTY RECORDS LOCATED IN  
SECTION 19, T 21 N, R 7 E, FLAGSTAFF,  
COCONINO COUNTY, ARIZONA

Found 1/2" Rebar w/  
Plastic Cap Illegible  
Melted

U.S. HIGHWAY 66

SW  
corner  
Ins. 3546194  
200.49'

N85°15'51"W  
782.96'

South R.O.W. Hwy 66

Found 1/2" Rebar  
Bent

NE  
corner  
Ins. 3546194

HC  
156,857 sq.ft.  
3.60 acres

Future  
Right-of-Way

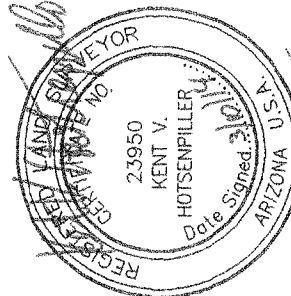
WOODY MOUNTAIN  
ROAD

N00°18'32"W  
200.55'

N85°16'49"W  
786.49'

INSTRUMENT 3546194

Survey was performed in March of 2014.  
Information shown hereon is true and  
correct to the best of my knowledge.



Expires on 3/31/15

SCALE: 1"=100'

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

DATE: 3/10/14

**Mogollon**  
ENGINEERING &  
SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001  
P.O. Box 1952, Flagstaff, Az. 86002  
Phone: 928-214-0214 • Fax: 928-413-0015

EXHIBIT B  
HC REZONING  
MAP

## EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; thence South  $00^{\circ}43'13''$  West along the west boundary of Ins. 3546194 a distance of 200.49 feet to the Point of Beginning;

Thence continue South  $00^{\circ}43'13''$  West along said west boundary a distance of 906.95 feet;

Thence South  $43^{\circ}44'41''$  West along said west boundary a distance of 785.39 feet to the southwesterly corner of Ins. 3546194;

Thence South  $54^{\circ}53'44''$  East along the south line of Ins. 3546194 a distance of 708.86 feet to a point on the existing Right-of-Way line of Woody Mountain Road and which is the beginning of a non-tangent curve to the right, having a radius of 93.00 feet, and to which a radial line bears North  $55^{\circ}10'12''$  West;

Thence northerly along said curve a distance of 103.66 feet through a central angle of  $63^{\circ}51'49''$  to a point which is the beginning of a non-tangent curve to the left, having a radius of 5,679.58 feet, and to which a radial line bears South  $49^{\circ}08'23''$  East;

Thence northeasterly along said curve a distance of 108.49 feet through a central angle of  $01^{\circ}05'40''$ ;

Thence North  $39^{\circ}45'57''$  East a distance of 350.56 feet;

Thence South  $50^{\circ}14'03''$  East a distance of 50.00 feet to a point which is on the centerline of Woody Mountain Road;

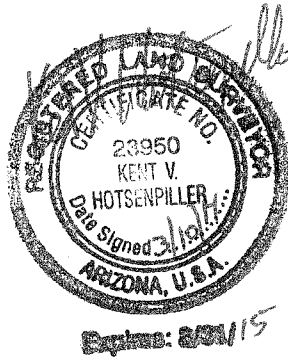
Thence North  $40^{\circ}18'44''$  East along said centerline a distance of 261.50 feet to a point which is the beginning of a curve to the left having a radius of 716.18 feet;

Thence northeasterly and northerly along said centerline along said curve a distance of 507.99 feet through a central angle of  $40^{\circ}38'26''$ ;

Thence North  $00^{\circ}18'32''$  West along said centerline a distance of 791.72 feet;

Thence North  $85^{\circ}16'49''$  West a distance of 786.49 feet to the True Point of Beginning;

Said Parcel contains 1,451,992 sq. ft. or 33.33 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



MR zone

City File Number \_\_\_\_\_

Descriptive Title \_\_\_\_\_

**Mogollon** Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001-P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

Survey was performed in March of 2014. Information shown hereon is true and correct to the best of my knowledge.

## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Planning Development Manager  
**Date:** 10/29/2014  
**Meeting Date:** 12/02/2014



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### TITLE:

**Consideration and Adoption of Resolution No. 2014-36:** A resolution authorizing the execution of a Development Agreement between City of Flagstaff and York Breckenridge GP, LLC related to the development of approximately 36.94 acres of real property generally located at 2701 S. Woody Mountain Road, Flagstaff, Arizona.

### RECOMMENDED ACTION:

- 1) Read Resolution No. 2014-36 by title only.
- 2) City Clerk reads Resolution No 2014-36 by title only (if approved above).
- 3) Adopt Resolution No. 2014-36

### Policy Decision or Reason for Action:

State law allows cities to enter into development agreements by resolution. The proposed Development Agreement ensures that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety and other benefits to the City and its residents.

### Subsidiary Decision Points:

This is the first of three related items. Should this agreement be approved by city Council, the associated annexation and zoning map amendment will be considered for approval.

### Financial Impact:

None

### Connection to Council Goal and/or Regional Plan:

Retain, expand, and diversify economic base  
Effective governance

### Has There Been Previous Council Decision on This:

No previous Council discussion has occurred as it relates to this Development Agreement. The annexation and zoning map amendment have already had a public hearing before the City Council.

**Options and Alternatives:**

The City Council may approve, deny, or modify the agreement as necessary to ensure that the development meets the objectives of the Regional Land Use and Transportation Plan, the Zoning Code, and the City's development goals.

**Key Considerations:**

State law allows the City to enter into development agreements by resolution. The proposed Development Agreement, along with the Annexation and Zoning Map Amendment Ordinances, would govern the terms and conditions of the zoning and development of the Aspen Heights proposal.

**Community Benefits and Considerations:**

The community will receive the following benefits:

- A contribution of \$102,805 towards a future traffic signal at the intersection of Route 66 and S. Woody Mountain Road.
- The improvement of approximately 5,500 linear feet of sewer line

**Community Involvement:**

Inform

Development agreements do not require public or neighborhood notification. However, this agreement is tied to a proposed Annexation and Zoning Map Amendment which requires public notifications, and public hearings before the Planning and Zoning Commission and the City Council.

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**Attachments:**    [Development Agreement](#)  
                          [Exhibit A - Legal Descriptions](#)  
                          [Exhibit B - Concept plan](#)  
                          [Exhibit C - Crime Free Housing](#)  
                          [Exhibit D - Exterior Lighting Plan](#)  
                          [Resolution 2014-36](#)

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Current Planning Manager	Mark Sawyers	10/20/2014 03:14 PM
Purchasing Director	Rick Compau	10/21/2014 10:08 AM
Finance Director	Rick Tadder	10/21/2014 10:16 AM
Planning Director	Dan Folke	10/21/2014 02:22 PM
Legal Assistant	Vicki Baker	10/21/2014 02:26 PM
City Attorney	Michelle D'Andrea	10/21/2014 06:53 PM
Community Development Director	Barbara Goodrich	10/22/2014 08:21 AM
DCM - Josh Copley	Josh Copley	10/23/2014 02:14 PM
City Attorney	Michelle D'Andrea	10/30/2014 12:09 PM
Form Started By: Tiffany Antol		Started On: 09/29/2014 09:31 AM
Final Approval Date: 10/30/2014		

When recorded, mail to:

City Clerk  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

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**ASPEN HEIGHTS MIXED-USE DEVELOPMENT**

**ANNEXATION AND**

**DEVELOPMENT AGREEMENT**

**BY**

**AND BETWEEN**

**CITY OF FLAGSTAFF**

**AND**

**YORK BRECKENRIDGE GP, LLC**

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## ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made as of this 4th day of November, 2014, between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“City”) and York Breckenridge GP, LLC, a Texas limited liability company authorized to do business in the State of Arizona (“Developer”). City and Developer may be referred to in this Agreement as “Party” in the singular, and collectively as the “Parties.”

### RECITALS

A. The Developer has entered into a purchase and sale agreement to acquire approximately 36.94 acres of real property situated within Coconino County, Arizona, currently located partially within the incorporated boundaries of the City of Flagstaff, and partially outside the incorporated boundaries of the City, as depicted and legally described in **Exhibit A**, (“Property”), attached to and incorporated into this Agreement.

B. The zoning of the approximately 33.26 acre portion of the Property within the City’s boundaries is RR, Rural Residential Zone; and, for the approximately 3.14 acre portion outside the City’s boundaries, the zoning is General (G) Zone (“Annexation Parcel”). Upon annexation, the Annexation Parcel will be designated RR, Rural Residential Zone, the zoning classification most compatible with the current County zoning for this parcel.

C. The Developer desires to rezone an approximately 33.33 acre portion of the Property within the City’s boundaries to MR, Medium Density Residential Zone, and an approximately .53 acre portion of the Property within the City’s boundaries to HC, Highway Commercial Zone. The Developer also desires to rezone the Annexation Parcel from RR, Rural Residential, to HC, Highway Commercial Zone, as further set forth in this Agreement.

D. The City and the Developer are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S”) § 9-471 (pertaining to annexation) and A.R.S. § 9-500.05 (pertaining to development agreements) in order to facilitate the annexation, proper municipal zoning designation, and development of the Property by providing for, among other things: (1) conditions, terms, restrictions, and requirements for annexation of the Annexation Parcel into the City; (2) the type of land uses and the location, density and intensity of such uses; and (3) other matters related to development of the Property as depicted in the Aspen Heights Concept Plan.

E. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and believes that annexation of the Annexation Parcel and development of the Property pursuant to this Agreement will result in planning, safety and other benefits to the City and its residents.

F. The Developer acknowledges that annexation of the Annexation Parcel pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances

to the Developer that it will have the ability to develop the Property within the City pursuant to this Agreement under the zoning described in Recital C, above, and in accordance with the Aspen Heights Concept Plan.

G. The Developer has previously submitted to the City an Annexation Application for the Annexation Parcel (“Annexation”), and the City has filed a blank annexation petition (“Annexation Petition”) with the Coconino County Recorder for the Annexation Parcel. The City has held public hearings and meetings in connection with the Annexation pursuant to A.R.S. § 9-471(A); the City has received the completed Annexation Petition bearing the signatures of those property owners desiring annexation of their properties; and the City has conducted a first reading of Ordinance No. 2014-30 (“Annexation Ordinance”).

H. Developer has also previously submitted to the City an application for a rezoning of the Property to the zoning designations set forth in Recital C, above (“Zoning Amendment”), and, concurrent with the Annexation Ordinance, the City is processing that application as an ordinance amending the City of Flagstaff’s Zoning Map, Ordinance No. 2014-31 (“Zoning Ordinance”). The City has held a public hearing and received public comment on the Developer’s rezoning application, and has conducted a first reading of the Zoning Ordinance.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

1. Incorporation of Documents and Recitals. All documents and exhibits referred to in this Agreement and the Recitals stated above are hereby incorporated by reference into this Agreement.
2. General Plan Conformance. The Parties expressly acknowledge and agree that the annexation and development contemplated pursuant to this Agreement is consistent with those portions of the 2001 Flagstaff Area Regional Land Use and Transportation Plan (“Regional Plan”) in effect on the date Developer’s application was filed, and that there are no features of the development as described in the Concept Plan defined in Section 6 herein, including, without limitation, the intensity of development and range of land uses proposed herein, that cannot be accommodated within the scope of the Regional Plan.
3. Effective Date and Term.
  - 3.1 This Agreement shall not become effective, and neither party shall have any obligation under this Agreement, unless each of the following occurs:
    - 3.1.1 This Agreement is executed by both parties;
    - 3.1.2 The City adopts the Annexation Ordinance following a second reading;

- 3.1.3 The City adopts the Zoning Ordinance following a second reading;
- 3.1.4 This Agreement is recorded in accordance with Section 15.9, as required by A.R.S. § 9-500.05(D);
- 3.1.5 The Annexation Ordinance has become final following expiration of the thirty-day time period in which it may be challenged pursuant to A.R.S. § 9-471(C) or referred to the qualified electors of the City, or if such statutory challenge is properly made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of the City or after the election upholding the Annexation Ordinance;
- 3.1.6 The Zoning Ordinance has become final following expiration of the time period in which it may be challenged or referred to the qualified electors of the City, or if such statutory challenge is properly made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of the City or after the election upholding the Zoning Ordinance.
- 3.2 In the event the finality of the Annexation Ordinance under A.R.S. § 9-471(D) or the Zoning Ordinance is delayed by judicial challenge, a referendum, or an injunction following their respective second readings and approvals by the City Council, the Developer, at its option, may terminate this Agreement at any time during the ensuing sixty (60) days by serving written notice upon the City in accordance with this Agreement. Should the Developer elect to terminate this Agreement as provided herein, this Agreement shall be of no further force or effect, and neither party shall have any further obligations under this Agreement. In such event, the City agrees that it shall take all appropriate action necessary to rescind and repeal the Annexation Ordinance and the Zoning Ordinance. However, nothing in this Section 3.2 is intended to limit the absolute discretion of the City in reviewing, adopting, or declining to adopt the Annexation Ordinance and the Zoning Ordinance.
- 3.3 Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City shall not be deemed a default by the City.
- 3.4 This Agreement shall automatically terminate on the tenth (10<sup>th</sup>) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for in this Agreement.
- 4. Annexation. The City's Planning and Zoning Commission and Council have previously held public meetings on the Annexation under A.R.S. § 9-471(A), and the City Council has received from the Developer and filed with the Coconino County Recorder the completed Annexation Petition duly executed by all necessary owners of the Annexation Parcel and has approved first readings of the Annexation Ordinance and the Zoning Ordinance. The City, concurrently with its approval of this Agreement, has duly considered and approved the second readings of the Annexation Ordinance and the Zoning Ordinance, pursuant to A.R.S. § 9-471(D). The City acknowledges and agrees that the Developer has executed and delivered this

Agreement and the Annexation Petition to the City contingent on the City's adoption of the Annexation Ordinance and the Zoning Ordinance. Nothing in this Section 4 is intended to limit the absolute discretion of the City in reviewing, adopting, or declining to adopt the Annexation Ordinance and the Zoning Ordinance.

5. Zoning Upon Annexation. The current Coconino County zoning for the Annexation Parcel is General (G) Zone. The City has previously held public meetings on the Zoning Amendment and has fully complied with all those requirements of the Arizona Revised Statutes and the Flagstaff Zoning Code necessary to adopt municipal zoning for the Annexation Parcel, upon annexation, as provided in the Annexation Ordinance and the Zoning Ordinance. The Parties acknowledge that A.R.S. § 9-471(L) requires that the City initially adopt zoning classifications which permit densities and land uses no greater than the previously existing county zoning for such lands, and the City has determined that the zoning designation under the Zoning Code most comparable to the General (G) Zone designation is RR, Rural Residential. After the Annexation Ordinance has become final under A.R.S. § 9-471(D), the Annexation Parcel shall be designated RR, Rural Residential and then to HC, Highway Commercial Zone, as further set forth in this Agreement.

6. Concept Plan. The Parties hereby acknowledge that the City accepted the Concept Plan for the Project on August 26, 2014, attached hereto as **Exhibit B** and incorporated herein by this reference (the "Concept Plan"). The Concept Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk and size of buildings and structures proposed by Developer and approved by the City for development within the Property. Notwithstanding anything contained in the foregoing, however, the City acknowledges that, while the Developer intends to develop the Project in general conformance with the Concept Plan, in order to make the Project economically viable and otherwise feasible, as the Project progresses through formal site plan review, Developer may request modifications to the Concept Plan and shall incorporate modifications as set forth in this Agreement. The City shall process all submittals made by Developer in conformance with Section 13.1, below, and nothing contained in this Agreement shall preclude the City from the exercise of its normal review process and requirements in connection with its approval of such submittals.

7. Development Standards. Development of the Property shall be governed by the City's codes, ordinances, regulations, rules, guidelines and policies controlling permitted uses of the Property, design review guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the Effective Date of this Agreement; provided, however, that Developer obtain grading permits for the Project within two (2) years following the Effective Date of this Agreement. If Developer fails to obtain any grading permits within this two (2) year period, then development of the Project shall be subject to the City's codes, ordinances, regulations, rules, guidelines and policies in effect at the time Developer applies for such construction permits. Further, if Developer fails to obtain a grading construction permit within this two (2) year period, the City, at its sole judgment and discretion, may require the Developer to submit a new Traffic Impact Analysis and a new Sewer Impact Analysis for the Project and to amend Sections 10.2 and 10.6 this Agreement to reflect new requirements arising from those analyses for public and other related improvements. Notwithstanding the above, the

Parties expressly acknowledge and agree that the City reserves the right to adopt future ordinances assessing or imposing development fees under the authority of A.R.S. § 9-463.05, which shall be applicable to development of the Property. Developer agrees and understands that upon the Effective Date of this Agreement all building permits and other fees normally applicable to construction within the City shall apply to the Project.

8. Guiding Principles. The Parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed. With respect to such, the parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law. However, denying a permit for the Developer's failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

9. Project Description. The Project as contemplated by this Agreement, and as illustrated in the Concept Plan, shall consist of: (i) two hundred twenty-four (224) cottage units with seven hundred fourteen (714) rooms on approximately 33.33 acres of the Property ("Residential Development"); and (ii) a commercial retail complex consisting of approximately twenty thousand (20,000) square feet of commercial/retail, general service and/or mixed-use development, as well as site improvements, including access, parking, circulation and landscaping, on 3.67 acres of the Property ("Commercial Development"). The Residential Development and Commercial Development collectively constitute the "Project." Pursuant to the relevant provisions of the Flagstaff Zoning Code, the Residential Development qualifies as a "Rooming and Boarding Facility" use. Pursuant to Division 10-40.30.030, Residential Zones, of the Flagstaff City Code, the Developer acknowledges that a conditional use permit is necessary, and must be obtained, for the establishment of a "Rooming and Boarding Facility" use within the proposed MR, Medium Density Residential Zone.

10. Construction of Public and Other Related Improvements. Prior to the issuance of a grading permit for the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its sole expense, construct or cause to be constructed all public and other related improvements as required by the City's codes, ordinances and this Agreement, and in accordance with approved specifications, as well as those public and related improvements required by the Arizona Department of Transportation ("ADOT") as a condition of approval. Following the construction of the described public improvements, dedication of same to the City, and acceptance by the City of the improvements, unless otherwise provided, the City shall assume, at its expense, the maintenance and repairs of all public improvements in accordance with City policies. Specifically, the scope and nature of the on-site and off-site improvements to be constructed in connection with the Project are as follows:

10.1. On-Site Water and Sewer Modifications. Developer agrees to provide a looped water and

sewer system for the Project consisting of eight (8) inch diameter water and sewer lines. Developer agrees to provide waterline “stub-outs” for future connectivity to those parcels adjoining the Property to the west. All required improvements must be completed and accepted by the City prior to the issuance of any certificates of occupancy for the Project. All on-site water and sewer infrastructure shall be designed and built in accordance with the City of Flagstaff Engineering Standards and Arizona Department of Environmental Quality requirements.

## 10.2 Off-Site Sewer Modifications and Reimbursement.

10.2.1 Developer is responsible for all off-site sewer improvements as outlined in the accepted Water and Sewer Impact Analysis, dated December 20, 2013 (“WSIA”). Developer agrees to “oversize” approximately five thousand five hundred (5,500) feet of existing sewer line, from manhole 2A-446 to manhole 2A-203, from ten (10) inch diameter to eighteen (18), twenty-one (21) and twenty-four (24) inch diameter pipe, as set forth in the WSIA.

10.2.2 The Parties acknowledge that, pursuant to Section 10.2.1, above, the Developer is required to install off-site improvements to the City’s sewer collector system in a size and/or capacity greater than that which is required to serve only the residents of the Project. Pursuant to the City’s Engineering Standards, the Developer agrees to “oversize” these off-site improvements in order to accommodate not only the needs of the Project, but also the projected required capacity for those properties within the Project’s drainage basin at “full build-out.” Pursuant to Flagstaff City Code Chapter 7-08, Extension and Reimbursement Agreements for the Construction of Water and Sewer Lines, the Developer may enter into a reimbursement agreement with the City for such oversizing from other benefited properties.

10.3 Presidio Drive South Extension. Developer shall construct an extension of the Presidio Drive South roadway from the intersection of Presidio Drive South and South Woody Mountain Road (“Presidio Drive South Extension”). The Presidio Drive South Extension shall be constructed in accordance with City design, engineering and construction standards and shall terminate in a cul-de-sac, as generally depicted on the Concept Plan.

10.4 Roadway Lighting. Roadway lighting on the Presidio Drive South Extension and that portion of South Woody Mountain Road abutting the Property shall be designed, constructed and placed in accordance with City street light standards. Roadway lighting on that portion of Route 66 abutting the Property shall be designed, constructed and placed in accordance with ADOT standards.

10.5 Flagstaff Urban Trail System. As a condition of developing the Property, and to facilitate the expansion of the Flagstaff Urban Trail System (“FUTS”), the Developer agrees to construct, at no cost to the City, a meandering ten (10) foot wide FUTS trail along that portion of the Property abutting Woody Mountain Road (“FUTS Trail”). The eastern edge of the FUTS trail shall be, at all points, at a five (5) feet offset from the back curb

line located along the western edge of Woody Mountain Road. The Parties acknowledge that the FUTS trail may encroach onto adjacent private property. Prior to the issuance of any certificates of occupancy for the Project, Developer shall, at no cost to the City, dedicate a non-motorized pedestrian easement for the FUTS Trail, including those portions, if any, on adjacent private property, to the City.

- 10.6 West Route 66 and Woody Mountain Road Intersection. In addition to those obligations set forth in Section 10, above, Developer agrees to contribute one hundred two thousand eight hundred five (\$102,805.00) dollars towards a future signalized intersection at West Route 66 and Woody Mountain Road (“Woody Mountain Road Intersection”). Such sum constitutes the Developer’s pro-rata “fair share” contribution towards mitigating the Project’s traffic impact on the Woody Mountain Intersection, in accordance with the City’s Transportation Engineering Memorandum dated August 22, 2014 (“Contribution”). In addition, Developer agrees to dedicate, at no cost to the City, right-of-way across the Property necessary for the Woody Mountain Road Intersection (“Dedication”). Following the Contribution and Dedication, Developer shall have no further obligation or liability with respect to the Woody Mountain Road Intersection. The Contribution shall be paid in full to the City prior to the issuance of public improvement permits for the Project.
- 10.7 Dedication of Public Rights-of-Way and Easements. Public rights-of-way for all streets and utility and drainage easements with respect to the Project must be identified on the construction plans and dedicated prior to issuance of any grading permits. Dimensions for these easements must be in accordance with City and, where applicable, ADOT requirements.
11. Management.
- 11.1 Management Agent. Developer agrees that an experienced property management staff shall at all times manage the Residential Development during the term of this Agreement (“Management Agent”). Developer, or an affiliated entity, shall serve as the Management Agent for the Residential Development upon recordation of this Agreement. The Management Agent shall cause the Residential Development to at all times be operated in a manner that will provide secure, safe and sanitary living conditions for its tenants, as required by this Agreement, and any applicable laws, ordinances, regulations or other requirements imposed by law. Further, the Management Agent shall ensure that the tenants of the Residential Development use the Property in a manner that conforms to the character of the surrounding neighborhoods. The Management Agent shall live on-site or, in the alternative, the Management Agent shall provide for an on-site staff member on a twenty-four hour, seven days a week (24/7) basis.
- 11.2 Crime Free Multi-Housing. In order to achieve the objectives of Section 11.1, above, the Developer, or the Management Agent, shall draft operating rules, policies and regulations for the Residential Development (“Operating Rules”),

and include covenants in tenant leases that require the lawful and proper use of the Residential Development and the Property (“Lease Covenants”), substantially in the form attached hereto as **Exhibit C**, at all times. The Management Agent shall be responsible for enforcing such Operating Rules and Lease Covenants. The Management Agent and any relevant employees of such Agent, shall, during the term of this Agreement, attend, complete, and remain current on any training required by the Flagstaff Police Department in connection with their Crime Free Multi-Housing Program. Management practices, tenant qualifications, Crime Prevention Through Environmental Design Standards (“CPTED”), and background checks shall conform, as closely as possible, to the principles set forth in the City of Flagstaff Police Department’s “Crime Free Multi-Family Housing Program.” Developer agrees that it will ensure that its Management Agent, or relevant employees of such Agent, receives training through the Flagstaff Police Department in the Crime Free Multi-Housing Program.

- 11.3 On-Site Security. In order to ensure the lawful use of the Residential Development during those times of increased resident activity, from 6:00 p.m. every Thursday through to 6:00 a.m. the following Sunday, Developer agrees to provide a sufficient number of security guards to maintain order and to ensure compliance with all applicable state and City laws. For purposes of this Section, “security guard” shall mean licensed and duly bonded security personnel registered pursuant to Arizona Revised Statutes Section 32-2601, *et seq.* In addition, the Management Agent shall consult with the Flagstaff Police Department on a monthly basis for recommendations regarding security personnel levels, as well as any additional security measures that may be required for the protection and well-being of residents and the surrounding neighborhood.

12. Public Transportation System Service. Developer is in negotiations with the Northern Arizona Intergovernmental Public Transportation Authority (“NAIPTA”) regarding the extension of service to the Project in order to facilitate and incentivize the use of public transportation by residents of the project, and other presently underserved areas identified by NAIPTA, to access the campus at Northern Arizona University (“NAU”), based upon a financial commitment from the Developer yet to be determined and structured. Because this issue requires action of a public body with regard to service levels, cost, and other matters, and negotiations with the Developer, both NAIPTA and the Developer anticipate that discussions and negotiations will continue over time, with the goal of providing service by the start of classes at NAU in August 2016. Developer agrees that it will continue to negotiate with NAIPTA in good faith in order to bring to the Project effective public transportation to NAU for student residents of the Project.

13. Exterior Lighting Plan. Developer shall provide exterior lighting for the Residential Development in conformity with the Exterior Lighting Plan, attached as **Exhibit D**. The Parties acknowledge that the Developer has voluntarily limited the Total Outdoor Light Output for the Residential Development to a lumen level that does not exceed that currently permitted for Single-family Residential development in Lighting Zone One.



14. Development Process.

14.1 Diligence in Responding to Approval Requests. City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and may require City's ongoing participation in the review and approval of modifications and amendments to any construction plans, site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, and other plans, permit applications and inspections which are a part of City's current building and development requirements (hereinafter collectively called "Approval Requests"). City hereby agrees that, in connection with all such Approval Requests relating to the planning or development of the Property, or any portion thereof, and the construction of improvements on the Property, it shall cooperate with Developer in good faith to process, but not necessarily approve, all such Approval Requests.

15. Default; Remedies.

15.1 Events Constituting Default. A Party hereunder shall be deemed to be in default under this Agreement if such Party materially breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the Party not in default hereunder. Notwithstanding the foregoing, if the Party allegedly in default has commenced a cure of the default within the time period stated above, is diligently prosecuting such cure, and such cure reasonably requires more than thirty (30) days to complete, then the period for curing such default shall be extended to permit the completion of the cure. For purposes of determining default and termination, those Developer obligations set forth in Section 10 of this Agreement are severable, and each individual Developer obligation shall terminate upon the successive completion of the individual Developer Obligation.

15.2 Developer's Remedies. In the event that City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 14.1 of this Agreement, then, in that event, in addition to all other legal and equitable remedies which Developer may have, Developer may terminate this Agreement by written notice delivered to City effective upon the date specified on such notice.

15.3 City's Remedies. In the event that Developer is in default under this Agreement, and Developer thereafter fails to cure any such default within the time period described in Section 14.1 of this Agreement then, in that event, in addition to all other legal and equitable remedies which City may have, City may terminate this Agreement by written notice delivered to Developer effective upon the date specified on such notice.

- 15.4 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Developer shall have no further rights to develop the Property pursuant to this Agreement but shall have all other rights available to Developer under any other agreement or applicable law, including but not limited to the right to develop the Property consistent with the Zoning so long as the project is developed consistently or less intensively than the accepted Concept Plan.

16. General Provisions.

- 16.1 Notices. All notices and communications shall be in writing and delivered personally or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City Manager  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

To Developer:

Aspen Heights  
Attn: David Mills  
1301 S. Capital of Texas Highway, Suite  
B201  
Austin, TX 78746

With copy to:

Richard Stasica, General Counsel

- 16.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.
- 16.3 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.
- 16.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of

the Agreement.

- 16.5 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

**Exhibit A:** Property Description  
**Exhibit B:** Concept Plan  
**Exhibit C:** Lease Covenants  
**Exhibit D:** Exterior Lighting Plan

- 16.6 Amendment. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns.
- 16.7 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 16.8 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona.
- 16.9 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.
- 16.10 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 16.11 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have an personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation

provisions of A.R.S. § 38-511.

- 16.12 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations and policies.
- 16.13 Successors and Assigns. Upon prior written notice to City, Developer may assign its interest in this Agreement, in whole or in part, to any entity that controls, is controlled by or is under common control with Developer (including but not limited to a limited liability company of which the original Developer is a member), who undertakes to proceed with development of the Project. Provided that the assignee has provided City with the name, address and designated representative of the assignee, and has assumed the rights, liabilities and obligations of Developer under this Agreement pursuant to a written instrument (a true and correct copy of which shall be provided to City), then the assignor shall be released from any obligations or liabilities arising under this Agreement from and after the date of assignment. Neither Developer nor any permitted assignee of Developer may otherwise assign its interest in this Agreement, in whole or in part, without the prior written consent of the City, which consent may be reasonably withheld by City. This Agreement shall be personal to Developer and its permitted successors and assigns, and shall not run with the land.

**17. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.**

Developer hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Developer may have, now or in the future, for any “diminution in value” and for any “just compensation” under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138, (the “Act”) in connection with the application of the City’s existing land use laws and including Ordinance Number 2011-01 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney’s fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney’s fees or costs under the Act that they may have, as a result of the application of the City’s existing land use laws, including Ordinance Number 2014-31, upon the Property

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and on its behalf by its Mayor and its seal to be affixed and attested by its City Clerk, and the Developer has signed the same on or as of the day and year first above written.

CITY OF FLAGSTAFF,  
an Arizona municipal corporation

---

Gerald W. Nabours, Mayor

Attest:

---

City Clerk

Approved as to Form:

---

City Attorney

DEVELOPER  
York Breckenridge GP, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

STATE OF \_\_\_\_\_)  
 \_\_\_\_\_) ss  
 County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be and satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of York Breckenridge GP, LLC, for the purposes therein contained.

---

Notary Public

My Commission Expires:\_\_\_\_\_

## EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; The Point of Beginning;

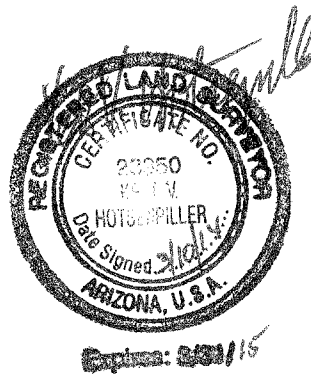
Thence South  $85^{\circ}15'51''$  East along said north boundary a distance of 782.96 feet to the northeast corner of Instrument 3546194 which is a point on the centerline of Woody Mountain Road;

Thence South  $00^{\circ}18'32''$  East along said centerline a distance of 200.55 feet;

Thence North  $85^{\circ}16'49''$  West a distance of 786.49 feet to a point on the west line of said parcel;

Thence North  $00^{\circ}42'05''$  East along said west line a distance of 200.49 feet to the True Point of Beginning;

Said Parcel contains 156,857 sq. ft. or 3.60 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



HC zone

City File Number \_\_\_\_\_

Descriptive Title \_\_\_\_\_

**Mogollon** Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

SCALE: 1"=100'

Found 1/2" Rebar w/  
Plastic Cap Illegible  
Melted

NW

corner

Ins. 3546194

200.49'

S00°42'05"W

U.S. HIGHWAY 66

N85°15'51"W

782.96'

South R.O.W. Hwy 66

Found 1/2" Rebar  
Bent

NE

corner

Ins. 3546194

HC

156,857 sq.ft.

3.60 acres

N85°16'49"W

786.49'

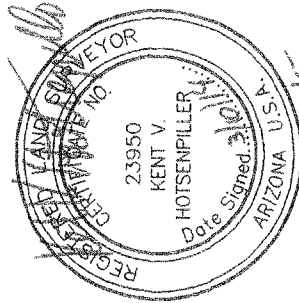
INSTRUMENT 3546194

WOODY MOUNTAIN  
ROAD

N00°18'32"W  
200.55'

Future

Right-of-Way



Expires on 3/31/15

Survey was performed in March of 2014.  
Information shown hereon is true and  
correct to the best of my knowledge.

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

DATE: 3/10/14

**Mogollon**  
ENGINEERING & SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001  
P.O. Box 1952, Flagstaff, Az. 86002  
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B  
HC REZONING  
MAP



## EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G. & S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; thence South  $00^{\circ}43'13''$  West along the west boundary of Ins. 3546194 a distance of 200.49 feet to the Point of Beginning;

Thence continue South  $00^{\circ}43'13''$  West along said west boundary a distance of 906.95 feet;

Thence South  $43^{\circ}44'41''$  West along said west boundary a distance of 785.39 feet to the southwesterly corner of Ins. 3546194;

Thence South  $54^{\circ}53'44''$  East along the south line of Ins. 3546194 a distance of 708.86 feet to a point on the existing Right-of-Way line of Woody Mountain Road and which is the beginning of a non-tangent curve to the right, having a radius of 93.00 feet, and to which a radial line bears North  $55^{\circ}10'12''$  West;

Thence northerly along said curve a distance of 103.66 feet through a central angle of  $63^{\circ}51'49''$  to a point which is the beginning of a non-tangent curve to the left, having a radius of 5,679.58 feet, and to which a radial line bears South  $49^{\circ}08'23''$  East;

Thence northeasterly along said curve a distance of 108.49 feet through a central angle of  $01^{\circ}05'40''$ ;

Thence North  $39^{\circ}45'57''$  East a distance of 350.56 feet;

Thence South  $50^{\circ}14'03''$  East a distance of 50.00 feet to a point which is on the centerline of Woody Mountain Road;

Thence North  $40^{\circ}18'44''$  East along said centerline a distance of 261.50 feet to a point which is the beginning of a curve to the left having a radius of 716.18 feet;

Thence northeasterly and northerly along said centerline along said curve a distance of 507.99 feet through a central angle of  $40^{\circ}38'26''$ ;

Thence North  $00^{\circ}18'32''$  West along said centerline a distance of 791.72 feet;

Thence North  $85^{\circ}16'49''$  West a distance of 786.49 feet to the True Point of Beginning;

Said Parcel contains 1,451,992 sq. ft. or 33.33 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



MR zone

City File Number \_\_\_\_\_

Descriptive Title \_\_\_\_\_

**Mogollon** Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214





SCALE: 1"=100'

[illegible]

PROJECT NAME: ASPEN HEIGHTS  
STUDENT HOUSING

PROJECT LOCATION: 2701 S. WOODY MOUNTAIN RD  
FLAGSTAFF, AZ. 86001

LATITUDE: 35° 11' 11" N  
LONGITUDE: 111° 41' 28" W

APN NUMBER: 112-01-019

PROPOSED NUMBER OF UNITS: 224  
PROPOSED NUMBER OF BEDS: 714  
TOTAL PARKING SPACES: 750  
H.C. PARKING SPACES: 20

TOTAL ACREAGE: 36.93± }  
RESIDENTIAL ACREAGE: 33.33± } PRIOR TO R.O.W. DEDICATION  
COMMERCIAL ACREAGE: 3.60± }

ANNEXATION ACREAGE: 3.14± \*\*ANNEXATION IS REQUIRED\*\*  
CIVIC SPACE PROVIDED: 3.96±

DENSITY: 7.22 UNITS/ACRE  
R.L.U.T.P. DESIGNATION: MIXED USE

CURRENT ZONING DISTRICT: RR  
PROPOSED ZONING DISTRICT: MR & HC \*\*REZONING IS REQUIRED\*\*

CURRENT USE: VACANT  
PROPOSED USE: STUDENT HOUSING

OWNER/DEVELOPER: ASPEN HEIGHTS  
1301 S. CAPITAL OF TEXAS HIGHWAY  
SUITE B-201  
AUSTIN, TX. 78746

THE PROJECTS ROADWAYS SHALL BE  
PRIVATE ROADS CONSISTING OF 24' (MIN)  
DRIVE AISLES AND CURB AND GUTTER  
WHERE REQUIRED FOR DRAINAGE

THE PROJECTS WATER AND SEWER SHALL BE 8" PUBLIC MAINS. WATER WILL CONNECT TO THE EXISTING 12" WATERLINE IN WOODY MOUNTAIN ROAD (NOT SHOWN FOR CLARITY). SEWER WILL CONNECT TO THE EXISTING SEWER STUBS CONSTRUCTED DURING THE CONSTRUCTION OF THE PRESIDIO IN THE PINES SUBDIVISION.

COF PROJECT # DEV 13-007

ROADWAY:	308,790 S.F.
BUILDINGS:	235,808 S.F.
SIDEWALKS:	28,500 S.F.
<u>TOTAL:</u>	<u>573,098 S.F.</u>

ROADWAY:	61,365	S.F.
BUILDINGS:	20,000	S.F.
SIDEWALKS:	8,000	S.F.
<u>TOTAL:</u>	<u>89,365</u>	<u>S.F.</u>

A LEVEL 1 TRAFFIC IMPACT ANALYSIS WILL  
BE PROVIDED WITH THE SITE PLAN.

THE COMMERCIAL ACREAGE SHOWN IS FOR INFORMATIONAL PURPOSES ONLY, THIS 3.60 ACRE SITE WILL BE SOLD OFF AND BE DEVELOPED BY OTHERS.

BOUNDARY AND TOPOGRAPHIC INFORMATION  
SHOWN HEREON IS BASED ON C.O.F. G.I.S. DATA,  
NO FIELD SURVEY HAS BEEN PERFORMED BY  
MOGOLLON ENGINEERING & SURVEYING, INC.

THE CIVIC SPACE SHOWN HEREON WILL  
CONTAIN A TRAIL SYSTEM WITH EXERCISE  
STATIONS ALONG WITH BBQ GRILLS, PICNIC  
TABLES AND A PAVILION. FINAL  
CONFIGURATION AND AMENITY DETAILS WILL  
BE COMPLETED WITH THE SITE PLAN REVIEW.

FENCING & SCREENING SHALL BE IN  
ACCORDANCE WITH THE CITY OF FLAGSTAFF  
ZONING CODE 10-50.50

LANDSCAPING SHALL BE IN ACCORDANCE  
WITH THE CITY OF FLAGSTAFF ZONING CODE  
10-50.60

SITE LIGHTING SHALL BE IN ACCORDANCE  
WITH THE CITY OF FLAGSTAFF ZONING CODE  
10-50.70

BICYCLE PARKING SHALL BE IN  
ACCORDANCE WITH THE CITY OF FLAGSTAFF  
ZONING CODE 10-50.80.050

THIS PROJECT IS NOT LOCATED IN A  
DESIGNATED FEMA FLOODWAY OR  
FLOODPLAIN

WE INTEND TO USE AS MANY 1.5" METERS AS POSSIBLE TO SERVE 4 UNIT CLUSTERS, 1" METER TO SERVE 2 UNIT CLUSTERS AND 3/4" METER TO SERVE REMAINING INDIVIDUAL UNITS. FURTHER ANALYSIS MAY SHOW THAT A 1.5" METER MAY SERVE MORE THAN 4 UNITS.



## **EXHIBIT C**

### **CRIME FREE LEASE PROVISION**

In consideration of the execution of a lease of the dwelling unit or bedroom identified in the lease, Owner and Resident agree as follows:

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802])

Shall not engage in any act intended to facilitate criminal activity

Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest

Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises

Shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368

**VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of these terms shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence

In case of conflict between this provision and any other provisions of the lease, this provision shall govern.



October 16, 2014

Attn: T.C. Selman  
Aspen Heights  
1301 S. Capital of Texas Hwy, Suite B-201  
Austin, TX 78746

Re: Aspen Crossing – Flagstaff, AZ  
Proposed Site Lighting Plan - Summary

Dear T.C.,

In consideration for the site lighting at Aspen Crossing in Flagstaff, Arizona, current zoning parameters were adhered to and resulted in the following:

Current classification: Rural Residential (RR)  
Max Allowed Lumens per Acre: 10,000  
Net Site Area: 30.9 acres  
Total Allowed Lumens: 309,000  
Total Calculated Lumens (see breakout below): 305,013  
Available Lumens\*: 3,987 (\* allowed for signage or other)

Site: 113 pole assemblies: Narrow-Band Amber LED module installed in VRS series housing by U.S. Architectural Lighting, mounted at 18' above grade. Lumens vary per head depending on distribution type. (See Luminaire Schedule, Exhibit A.) (Total: 260,023lm)

Residences: 448 recessed cans (2 per unit x 224 units): 4" recessed can located directly in front of each exterior door, lamped with 7watt PAR20 Amber LED; mounted so distance from fixture to canopy edge is no less than 5'-0" - 25% of lumen output used in calculations (340lm x 25% = 85lm each). (Total: 38,080lm)

Clubhouse: Various Dark-sky compliant fixtures mounted on building exterior and columns, utilizing Amber LED MR16 or Amber LED PAR20 lamp; recessed cans mounted under porch so distance from fixture to canopy edge is no less than 5'-0". (Total: 6,910lm)

It is in my professional opinion that using Narrow-Band Amber LED site lighting is the only acceptable option to provide the most uniform distribution of light. (See Exhibit B.) Low Pressure Sodium (LPS) fixtures would leave immense areas of darkness, creating an unsafe environment for the student residents. (See Exhibit C.) Due to the amber light's monochromatic characteristics, I would ask the council to consider approving the supplemental use of Non-LPS light sources – up to 10% (as allowed in MR classified parcels) at strategically placed locations on the site to enhance security.








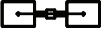
Please let me know if you need any additional information.

Kindest regards,

Christina Solomon  
Independent Contractor  
Value Lighting, Inc.

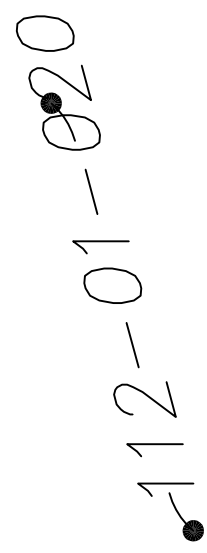
Enclosures

# LUMINAIRE SCHEDULE

Type	Symbol	Manufacturer / Catalog #	Description	Lamp Description	LLF	# of Type
P2		U.S. ARCHITECTURAL LIGHTING (1)VRS-II-64VLED-*AMBER-525	Pole Mounted, 18"0" Above Grade Type II LED / Refractor Array Module (VLED). Clear, Flat Glass Lens. Single Luminaire Pole. Orient as Shown In Plan.	64 Luxeon T LED Emitters at 525mA Amber (Narrow Band) 100 Input Watts - 2582 Lumens	0.95	3 Tot.
P2S		U.S. ARCHITECTURAL LIGHTING (1)VRS-II-64VLED-*AMBER-525-HS	Pole Mounted, 18"0" Above Grade Type II LED / Refractor Array Module (VLED). Clear, Flat Glass Lens, House-Side Shield. Single Luminaire Pole. Orient as Shown In Plan.	64 Luxeon T LED Emitters at 525mA Amber (Narrow Band) 100 Input Watts - 1656 Lumens	0.95	28 Tot.
P3		U.S. ARCHITECTURAL LIGHTING (1)VRS-III-64VLED-*AMBER-525	Pole Mounted, 18"0" Above Grade Type III LED / Refractor Array Module (VLED). Clear, Flat Glass Lens. Single Luminaire Pole. Orient as Shown In Plan.	64 Luxeon T LED Emitters at 525mA Amber (Narrow Band) 100 Input Watts - 2594 Lumens	0.95	49 Tot.
P4		U.S. ARCHITECTURAL LIGHTING (1)VRS-IV-64VLED-*AMBER-525	Pole Mounted, 18"0" Above Grade Type IV LED / Refractor Array Module (VLED). Clear, Flat Glass Lens. Single Luminaire Pole. Orient as Shown In Plan.	64 Luxeon T LED Emitters at 525mA Amber (Narrow Band) 100 Input Watts - 2614 Lumens	0.95	13 Tot.
P4S		U.S. ARCHITECTURAL LIGHTING (1)VRS-IV-64VLED-*AMBER-525-HS	Pole Mounted, 18"0" Above Grade Type IV LED / Refractor Array Module (VLED). Clear, Flat Glass Lens, House-Side Shield. Single Luminaire Pole. Orient as Shown In Plan.	64 Luxeon T LED Emitters at 525mA Amber (Narrow Band) 100 Input Watts - 1957 Lumens	0.95	12 Tot.
P5		U.S. ARCHITECTURAL LIGHTING (1)VRS-V-SQ-64VLED-*AMBER-525	Pole Mounted, 18"0" Above Grade Type V-SQ LED / Refractor Array Module (VLED). Clear, Flat Glass Lens. Single Luminaire Pole. Orient as Shown In Plan.	64 Luxeon T LED Emitters at 525mA Amber (Narrow Band) 100 Input Watts - 2699 Lumens	0.95	2 Tot.
P42		U.S. ARCHITECTURAL LIGHTING (2)VRS-IV-64VLED-*AMBER-525	Pole Mounted, 18"0" Above Grade Type IV LED / Refractor Array Module (VLED). Clear, Flat Glass Lens. Twin Luminaires @ 180°. Orient as Shown In Plan.	64 Luxeon T LED Emitters at 525mA Amber (Narrow Band) (2) @ 100 Input Watts - 2614 Lumens	0.95	3 Tot.
P52		U.S. ARCHITECTURAL LIGHTING (2)VRS-V-SQ-64VLED-*AMBER-525	Pole Mounted, 18"0" Above Grade Type V-SQ LED / Refractor Array Module (VLED). Clear, Flat Glass Lens. Twin Luminaires @ 180°. Orient as Shown In Plan.	64 Luxeon T LED Emitters at 525mA Amber (Narrow Band) (2) @ 100 Input Watts - 2699 Lumens	0.95	3 Tot.

\*Narrow Band Amber LED from Philips - Lumileds





# L1

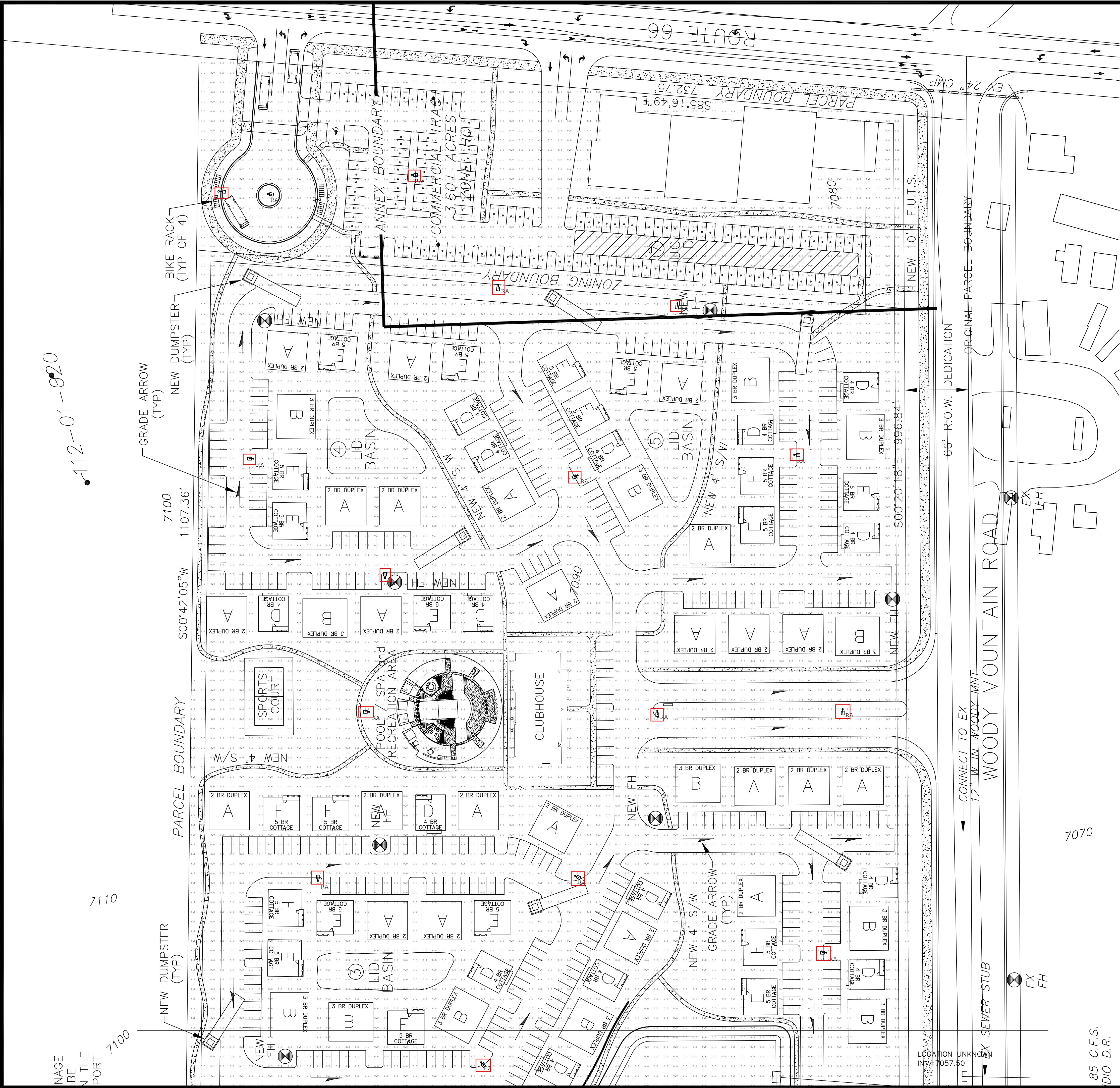
0' 25' 50' 100'

SCALE: 1" = 50'0"









JOB NAME / AGENCY

ASPEN HEIGHTS - 90w LPS  
Traffic & Lighting Corp.

POINT-BY-POINT CALCULATION

Illuminance at Grade (Footcandles)  
SCALE: 1" = 50'0"

NOTES:

See schedule for luminaire specifications.  
Luminaire Symbols are not to scale.  
Varying the position, mounting height,  
or orientation from what is specified in this  
drawing will invalidate the calculation performed.

U.S. ARCHITECTURAL LIGHTING

Applications Department  
660 West Avenue O  
Palmdale, CA 93551  
(661) 233-2000, Fax: (661)-233-2001  
EMAIL: applications@usaltg.com

DATA SUMMARY

Calculation Summary							
Level	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
MAIN EAST ENTRANCE	Illuminance	Fc	0.46	2.3	0.0	N.A.	N.A.
WY ENTRANCE LOOP	Illuminance	Fc	0.42	2.3	0.0	N.A.	N.A.
PARKING & DRIVE NORTH	Illuminance	Fc	0.19	2.3	0.0	N.A.	N.A.
PARKING & DRIVE SOUTH	Illuminance	Fc	0.25	2.4	0.0	N.A.	N.A.

LUMINAIRE SCHEDULE

Type	Symbol	Manufacturer / Catalog #	Description	Lamp Description	LLF	# of Type
RA		U.S. ARCHITECTURAL LIGHTING RLPS-AS1Y-90BLPS	Pole Mounted, 25'0" Above Grade Type ASY Reflector. Clear, Flat Glass Lens. Single Luminaire Pole. Orient as Shown In Plan.	90 Watt Low Pressure Sodium 13,500 Initial Lamp Lumens 116 Input Watts	0.80	26 Tot.

Drawing: Point-By-Point Illuminance Calculation (At Grade)

Job: ASPEN HEIGHTS - 90w LPS

Agency: Traffic & Lighting Corp.

LCP 10/14/14  
1" = 50'

L1

U.S. ARCHITECTURAL &  
SUN VALLEY LIGHTING  
Applications Department  
660 West Avenue O  
Palmdale, CA 93551  
(661) 233-2000, Fax: (661) 233-2001  
EMAIL: applications@usaltg.com







**RESOLUTION NO. 2014-36**

**A RESOLUTION APPROVING A DEVELOPMENT AND ANNEXATION AGREEMENT AND WAIVER OF CLAIMS FOR REAL PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF ROUTE 66 AND WOODY MOUNTAIN ROAD, FLAGSTAFF, ARIZONA.**

WHEREAS, Arizona Revised Statutes Sections 12-1131 through 12-1138 specifically recognize that private property owners can enter into agreements with political subdivisions to waive any claim for diminution in value of property if any land use law enacted after the date property is transferred to the owner reduces the fair market value of that property, and

WHEREAS, Arizona law, A.R.S. §§ 9-471 and 500.05, authorizes the City and the owner of property to enter into annexation and development agreements relating to the development of the Property, and

WHEREAS, The parties seek to avoid any potential argument that a rezoning for the subject property will impose any land use law that will reduce the fair market value of the subject property or constitute a diminution in value of the subject property entitling any owner of the subject property, now or in the future, to seek compensation;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. That the Mayor and City Council of the City of Flagstaff hereby approve the "Development and Annexation Agreement and Waiver of Claims" by and between the City of Flagstaff and York Breckenridge GP, LLC, attached to the staff summary in support of this Resolution, or as modified on the record at the public meeting at which this Resolution is approved and authorize the Mayor to sign the Development Agreement and Waiver on behalf of the City.

SECTION 2. That within ten days of execution of this Agreement the Clerk for the City of Flagstaff record this Agreement in the Office of the Coconino County Recorder.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 3rd day of November, 2014.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Tiffany Antol, Planning Development Manager  
**Date:** 11/21/2014  
**Meeting Date:** 12/02/2014



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**TITLE:**

**Public Hearing, Consideration and Adoption of Ordinance No. 2014-31:** An Ordinance amending the Flagstaff Zoning Map designation of approximately 36.94 acres of real property generally located at the intersection of Route 66 and Woody Mountain Road, from Rural Residential ("RR") to Highway Commercial ("HC") for 3.6 acres, and to Medium Density Residential ("MR") for 33.33 acres. ***(Rezoning of property for Aspen Heights located on Woody Mountain Road)***

**RECOMMENDED ACTION:**

- 1) Read Ordinance No. 2014-31 by title only for the final time
- 2) City Clerk reads Ordinance No. 2014-31 by title for the final time (if approved above)
- 3) Adopt Ordinance No. 2014-31

**Policy Decision or Reason for Action:**

The Flagstaff Planning and Zoning Commission conducted a Public Hearing to consider this zoning map amendment at its regular meeting on September 24, 2014. The Planning and Zoning Commission voted (6-0) to forward the required to the City Council with a recommendation of approval subject to ten (10) conditions of approval. Zoning map amendments are required to be adopted by ordinance.

**Financial Impact:**

None

**Connection to Council Goal and/or Regional Plan:**

**COUNCIL GOALS:**

Retain, expand, and diversify economic base  
Effective governance

**REGIONAL PLAN:**

**Goal LU1 (Land Use and Growth Management)**

"Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. Flagstaff will continue to offer the primary types of housing design developments that have defined its land use patterns: the conventional and traditional neighborhood scale which provide a choice of housing types and supporting non-residential uses within walking distances." (RLUTP, pg. 2-5)

**Policy LU1.5 – Provide for new Mixed-Use Neighborhoods.**

"The Regional Plan designates new development areas within the Urban Growth Boundary for development as mixed-use neighborhoods. The criteria for these areas includes average densities, a mix

of mutually supportive and integrated residential and non-residential land uses, and a network of interconnected streets, and pedestrian and bicycle connections.” (RLUTP, pg. 2-9)

**Policy LU1.6 – Require Urban Development to Locate within City Boundaries.**

“In order to ensure that all urban development can be provided with adequate public facilities and services, it is the policy of this Regional Plan that all urban land uses shall be located within the Urban Growth Boundary, within the city’s corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City services, utilities, and fire protection. The City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the RLUTP. (RLUTP, pg. 2-10)

**Policy LU1.10 – Place Emphasis on all Transportation Modes.**

“All commercial and residential areas shall include full accommodation for pedestrians, bicycle travel and transit access.” (RLUTP, pg. 2-13)

**Policy LU1.11 – Place Emphasis on and Encourage Traditional Neighborhood Development and Redevelopment Design.**

“The Regional Plan promotes the creation and establishment of neighborhood units with mixed land uses, a variety of dwelling types, activity centers that are walkable, alternate modes of transportation routes, and design that is sensitive to existing surrounding development.” (RLUTP, pg. 2-13)

**Goal C1 (Commercial Development)**

“Shopping and service areas will be convenient to residents as well as visitors to the region in a manner that meets their needs, while remaining compatible with surrounding land uses.” (RLUTP, pg. 2-21)

**Policy C1.3 – Include a Mix of Uses in new Commercial Development and Redevelopment.**

“New development shall include a mix of uses in the city and county, avoiding large, single-use buildings and dominating parking areas.” (RLUTP, pg. 2-22)

**Policy C1.5 – Design and Establish Neighborhood Commercial Centers.**

“Neighborhood commercial centers in the city are designed as pedestrian-oriented gathering places with a mix of retail, office, and service uses, providing the goods and services necessary to meet the needs of the neighborhood while reflecting the identity and character of the surrounding residential neighborhoods.” (RLUTP, pg. 2-23)

**Goal HN1 (Housing and Neighborhoods)**

“The supply of affordable home ownership, rental, and special needs housing units affordable to low- and moderate-income households will be increased.” (RLUTP, pg. 2-30)

**Goal HN2 (Housing and Neighborhoods)**

“New neighborhoods will be built and support will be given to existing neighborhoods that integrate a variety of housing types and densities with amenities, services, and retail to ensure opportunities for a variety of household income levels.” (RLUTP, pg. 2-32)

**Policy HN2.1 – Promote Development of Mixed-Use Neighborhoods.**

“In appropriate areas, both new and existing neighborhoods should have a mix of land uses and different housing types. The arrangement of land uses within neighborhoods shall allow residents to walk and bicycle to parks, schools, work, shopping, places of worship, transit stops, and other nearby neighborhoods. Neighborhoods should include a pedestrian-oriented neighborhood center – school, park, plaza, commercial area or other neighborhood facility – that gives each neighborhood a unique identity and a place for recreation or public gatherings.”(RLUTP, pg 2-32)

**Policy HN2.2 – Establish Interconnected Neighborhood Street and Sidewalk Patterns.**

“Neighborhood streets and sidewalks and/or walkways in both new and existing areas should form an interconnected network, including automobile, bicycle, and pedestrian routes within a neighborhood and

between neighborhoods, in order to connect neighborhoods together and with other parts of the region. Neighborhoods should have frequently connected networks of walkways and bike paths, including connections to the Flagstaff Urban Trail System (FUTS), where practicable and feasible. In particular, direct walkway and bikeway route to schools, parks, and other community facilities should be provided. Equestrian facilities should be accommodated where appropriate.” (RLUTP, pg. 2-33)

### **GOAL T3 (Transportation)**

“The region’s development pattern will support a diverse range of transportation choices, including transit, walking and bicycling, as well as driving.” (RLUTP, pg. 3-10)

### **Policy OSPR1.3 – Provide Non-Motorized Transportation Corridors to Connect Communities, Neighborhoods, Open Spaces and Recreational Areas.**

“Provide non-motorized transportation corridors between neighborhoods, communities, and between the city and outlying areas and regional and national facilities and sites. Non-motorized access shall be provided from new and redevelopment neighborhoods and should be required from existing neighborhoods to regional open space via easements, trails, an on-street facilities with open space connections between FUTS and USFS trails. Existing neighborhoods are encouraged to improve non-motorized access and connections to regional open space and incorporate open space connections between FUTS and USFS trails.” (RLUTP, pg. 4-3)

### **Policy NCR1.9 – Protect Dark Skies**

“Protection of dark skies and conservation of energy shall be undertaken by minimizing the detrimental effects to the region’s quality of life and astronomical observing conditions.” (RLUTP, pg. 6-5)

### **Policy CFS1.1 – Determine and Require Adequate Public Facilities and Services.**

“The provision of adequate public facilities and services and the phasing of infrastructure improvements shall be important consideration in the timing and location of development.” (RLUTP, pg. 8-2)

### **Policy CFS1.2 – Development shall pay its Fair Share Toward the Cost of Additional Public Service Needs Created by new Development, While Giving Consideration to the Rational Nexus Provisions to Show Direct Benefit.**

“The short- and long-term fiscal effects of land use and new development require the use of various tools, methodologies and programs to determine the cost of development and to ensure development is paying its fair share and that it has a direct relationship to benefits received by the development and burdens imposed on the provider.” (RLUTP, pg. 8-4)

### **Has There Been Previous Council Decision on This:**

The Public Hearing for both the annexation and rezone was opened on October 21, 2014, and continued on November 3, 2014. It was continued again to the November 18, 2014, meeting, although no further public comment was received, and at this meeting first reading of the ordinance was held, with a vote of 5-2.

### **Options and Alternatives:**

The City Council may approve the ordinance as proposed, approve the ordinance with conditions, or deny the ordinance.



**Background/History:**

The Applicant, Aspen Heights, is requesting a concept zoning-map amendment to rezone approximately 33.33 acres from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone and approximately 3.60 acres from the Rural Residential (RR) zone to the Highway Commercial (HC) zone located at 2701 S. Woody Mountain Road. This amendment would allow the development of a multi-family style, student- housing development, operated as a rooming and boarding facility, consisting of 224 units (714 beds) located within single and duplex cottage structures on 33.33 acres and a commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 on 3.60 acres. The subject property is currently undeveloped land with groupings of ponderosa pine trees left after the 2006 Woody Fire burned the site. The property gently slopes away from Woody Mountain Road with no significant slope resources.

Land uses north of the subject property, across Route 66 include a mix of land under City and County jurisdiction. The McAllister Ranch property is located directly across Route 66 which is currently owned by the City of Flagstaff but primarily under Coconino County jurisdiction, along with the adjacent commercial property that contains the Professional River Outfitters operation. Land uses to the east of the subject property, across Woody Mountain Road, include the Woody Mountain Campground & RV Park both under the City and County jurisdictions on State Land and the Presidio in the Pines subdivision within the City. The land to the south and west of the subject property is undeveloped property referred to as the Westside 197 property that was recently auctioned. At this time, development plans for the Westside 197 are unknown.

Just as a footnote, the math in the Ordinance and caption to the Ordinance regarding the size of the property appears to be off by .01 acres. We've chosen to stay consistent with the property descriptions provided by the surveyor, resulting in that small discrepancy due to rounding.

**Key Considerations:**

An applicant requesting an amendment to the Zoning map may elect to pursue either a "Direct Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D (pg. 20.50-5). The Direct Ordinance with a Site Plan process provides an applicant with a shorter approval process with fewer steps. In this approach the applicant submits fully developed site plans with all supporting information required for Site Plan Review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This particular project initiated review of the Concept Plan prior to the adoption of the two-pronged Zoning map Amendment process. The zoning application, however, came in after the adoption of the changes to the Code discussed above and is a Concept Zoning Map Amendment. The applicant has chosen not to submit for Direct to Ordinance in conjunction with this application. However, this application contains more information than would normally be required for a Concept Zoning Map Amendment, thus this application is a hybrid of the old process and the new concept zoning plan application.

The applicant is requesting a Zoning Map Amendment for a multi-family style, student housing development, operated as a Rooming and Boarding Facility, consisting of 224 units (714 beds) located within single and duplex cottage structures known as "Aspen Heights." A commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 is also included in this request. Concept plans of the development, copies of which are attached to this report, show the residential units lining the exterior

boundaries of the property, with internal driveways lined with parking, and recreation facilities centrally located within the development.

### Community Benefits and Considerations:

Community benefits and consideration related to this request are addressed in more detail in the attached Planning and Zoning Commission Staff Report, dated September 12, 2014. The existing City of Flagstaff boundary bisects the current parcel limiting the development of the site. The majority of the existing parcel is located within the City of Flagstaff boundaries and the annexation will result in an expansion of the City limits to allow for appropriate development of the subject site. The proposed development will require a proportional-share contribution to a future traffic signal at the intersection of Route 66 and S. Woody Mountain road per the results of the accepted traffic impact analysis. In addition, approximately 5500 linear feet of sere line will need to be upgraded in conjunction with the proposed development. The Applicant has indicated their desire to participate in the recapture program. The proposed development plans to off-set recreation impacts associated with the project by providing substantial recreation improvement on site in compliance with the City of Flagstaff Zoning Code.

**Community Involvement:**

Inform/Consult

The Applicant held a neighborhood meeting on Thursday, March 27, 2014 at 5:30 pm. The Applicant received two phone calls from their meeting notice requesting information about the project. Seven people attended the meeting and had questions in regards to the case. None of the attendees expressed opposition to the Annexation or the Zoning Map Amendment. Staff has not received any other comments in regards to either the annexation or the Zoning Map Amendment.

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any request for Zoning Map Amendment. In accordance with Arizona Revised Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 300 feet of the subject site. As of this writing, staff has received two email letters, copies of which are attached to this report, wanting to make sure that the planning for the site takes into account the use of Woody Mountain Road by a large number of W.L. Gore employees who commute to the facilities in the area and expressing concern about the increased lighting impacts from higher density development within Lighting Zone I.

The Planning and Zoning Commission conducted a public hearing on September 24, 2014 at 4 p.m. Three individuals spoke in regards to this case. Two addressed concerns in regards to dark sky related issues and the impacts of outdoor lighting. One individual asked for additional information in regards to the provision of affordable housing.

### Expanded Options and Alternatives:

- (Recommended Action): The City Council may approve the Zoning Map Amendment as recommended by the Planning and Zoning Commission and staff by reading and adopting Ordinance No. 2014-31.
- The City Council may approved the Zoning Map Amendment with conditions of approval.
- The City Council may deny the Zoning Map Amendment.

**Attachments:**

P&Z Commission Staff Report

P&Z Commission Draft Minutes

### Application & Narrative

## Site Analysis

## Zoning Map

[RLUTP Land Use Map](#)  
[FRP 2030 Goals & Policies](#)  
[TIA acceptance memo](#)  
[Public Hearing Advertisements](#)  
[Citizen Participation Plan & Report](#)  
[Citizen Comment Email Letters](#)  
[Concept Plans](#)  
[Ordinance 2014-31](#)  
[Draft DA](#)

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### Form Review

Inbox	Reviewed By	Date
Current Planning Manager	Mark Sawyers	10/02/2014 03:39 PM
City Clerk	Elizabeth A. Burke	10/02/2014 04:16 PM
Planning Director	Dan Folke	10/03/2014 11:33 AM
Legal Assistant	Vicki Baker	10/03/2014 11:35 AM
City Attorney	Michelle D'Andrea	10/08/2014 04:50 PM
Community Development Director	Elizabeth A. Burke	10/09/2014 09:21 AM
Planning Director	Dan Folke	10/09/2014 09:51 AM
DCM - Josh Copley	Josh Copley	10/09/2014 01:08 PM
Planning Development Manager - TA (Originator)	Tiffany Antol	10/10/2014 03:22 PM
City Attorney	Michelle D'Andrea	10/30/2014 12:13 PM
Form Started By: Tiffany Antol		Started On: 09/29/2014 09:30 AM
Final Approval Date: 11/21/2014		

**PLANNING AND DEVELOPMENT SERVICES REPORT**  
**CONCEPT ZONING MAP AMENDMENT**

**PUBLIC HEARING**  
**PREZ 2014-0004**

**DATE:** **September 12, 2014**  
**MEETING DATE:** **September 24, 2014**  
**REPORT BY:** **Tiffany Antol**

**REQUEST:**

A Concept Zoning Map Amendment request from Aspen Heights, to rezone approximately 33.33 acres from Rural Residential (RR) to Medium Density Residential (MR) and approximately 3.60 acres from Rural Residential (RR) to Highway Commercial (HC) located at 2701 S. Woody Mountain Road.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Commission forward the Zoning Map Amendment to the City Council with a recommendation for approval subject to the conditions as noted in the Recommendation section of this report.

**PRESENT LAND USE:**

The subject site consists of undeveloped land in the Rural Residential (RR) Zone.

**PROPOSED LAND USE:**

A multi-family style, student housing development, operated as a Rooming and Boarding Facility consisting of 224 units (714 beds) located within single and duplex cottage structures on 33.33 acres in the Medium Density Residential (MR) Zone. A commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 on 3.60 acres in the Highway Commercial (HC) Zone.

**NEIGHBORHOOD DEVELOPMENT:**

North: Vacant land owned by the City of Flagstaff in the Rural Residential (RR) Zone; Professional River Outfitters in the General Commercial (CG-10,000) Zone under Coconino County jurisdiction.  
East: Woody Mountain Campground & RV Park in the Rural Residential (RR) Zone and the Planned Community (PC) Zone under Coconino County jurisdiction; Presidio in the Pines in the High Density Residential (HR) Zone.  
South: Vacant Land in the Rural Residential (RR) Zone.  
West: Vacant Land in the Rural Residential (RR) Zone.

**REQUIRED FINDINGS:**

**Staff Review**

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; the ground for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code (page 40.20-1); and, whether the Zoning Map Amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

### **Findings for Reviewing Proposed Amendments**

Proposed amendments shall be evaluated based on the following findings: the proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans; the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the “City”) and will add to the public good as described in the General Plan; and, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. If the application is not consistent with the General Plan and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

### **STAFF REVIEW:**

#### **Introduction/Background**

The Applicant, Aspen Heights, is requesting a Concept Zoning Map Amendment to rezone approximately 33.33 acres from the Rural Residential (RR) zone to the Medium Density Residential (MR) zone and approximately 3.60 acres from the Rural Residential (RR) zone to the Highway Commercial (HC) zone located at 2701 S. Woody Mountain Road. This amendment would allow the development of a multi-family style, student housing development, operated as a Rooming and Boarding Facility, consisting of 224 units (714 beds) located within single and duplex cottage structures on 33.33 acres and a commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 on 3.60 acres. The subject property is currently undeveloped land with groupings of ponderosa pine trees left after the 2006 Woody Fire burned the site. The property gently slopes away from Woody Mountain Road with no significant slope resources.

Land uses north of the subject property, across Route 66 include a mix of land under City and County jurisdiction. The McAllister Ranch property is located directly across Route 66 which is currently owned by the City of Flagstaff but primarily under Coconino County jurisdiction, along with the adjacent commercial property that contains the Professional River Outfitters operation. Land uses to the east of the subject property, across Woody Mountain Road, include the Woody Mountain Campground & RV Park both under the City and County jurisdictions on State Land and the Presidio in the Pines subdivision within the City. The land to the south and west of the subject property is undeveloped property referred to as the Westside 197 property that was recently auctioned. At this time, development plans for the Westside 197 are unknown.

An applicant requesting an amendment to the Zoning map may elect to pursue either a “Direct Ordinance with a Site Plan” or “Authorization to Rezone with a Concept Zoning Plan” per Section 10-20.50.040.D (pg. 20.50-5). The Direct Ordinance with a Site Plan process provides an applicant with a shorter approval process with fewer steps. In this approach the applicant submits fully developed site plans with all supporting information required for Site Plan Review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This particular project initiated review prior to the adoption of the two-pronged Zoning map Amendment process. This application is a Concept Zoning Map Amendment, and the applicant has chosen not to submit for Direct to Ordinance in conjunction with this application. However, this application contains more information than would normally be required for a Concept Zoning Map

Amendment, thus this application is a hybrid of the old process and the new concept zoning plan application.

If the Concept Zoning Map Amendment request is approved, the next steps in the process will be the filing of an application for Site Plan and Conditional Use Permit review followed by Civil Improvement Plan and Building permit submittals. A Development Agreement between the City and Aspen Heights has been drafted, a copy of which is attached to this report, to address required infrastructure improvements and project management. This agreement must be approved by the City Council via a resolution prior to the second reading of the Zoning Map Amendment ordinance.

The current application was filed prior to the adoption of the *Flagstaff Regional Plan 2030 (FRP 2030)* and is therefore being reviewed against the policies of the *Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)*. For comparison purposes, policies from both plans are identified and discussed in this report; however, only the analysis of those goals and policies of the *RLUTP* were used to determine staff's recommendation.

### **Proposed Development Concept Plans**

The applicant is requesting a Zoning Map Amendment for a multi-family style, student housing development, operated as a Rooming and Boarding Facility, consisting of 224 units (714 beds) located within single and duplex cottage structures known as "Aspen Heights." A commercial development consisting of approximately 20,000 square feet of street-level retail, general services and/or mixed-use development space adjacent to Route 66 is also included in this request. Concept plans of the development, copies of which are attached to this report, show the residential units lining the exterior boundaries of the property, with internal driveways lined with parking, and recreation facilities centrally located within the development.

### **General Plan – Flagstaff Area Regional Land Use and Transportation Plan (RLUTP)**

The proposed Zoning Map Amendment application was submitted prior to the ratification of the *Flagstaff Regional Plan 2030 (FRP 2030)*. As such, the request must be reviewed for conformance to the goals and policies of the *RLUTP*. The *RLUTP* identifies the subject property as having a land use designation of Mixed-Use. This land use category requires an average density of seven dwelling units per acre. The Mixed-Use category may have an emphasis on either residential or non-residential. The objective of this classification is to mix the two uses to provide districts of housing, shopping, and employment. However, this category does not preclude single use developments. The zoning contemplated by this Zoning Map Amendment request is in conformance with the existing land use designation in the *RLUTP*.

### ***Applicable General Plan Goals and Policies***

Staff has identified the following Goals and Policies for more detailed analysis:

#### **Goal LU1 (Land Use and Growth Management)**

"Greater Flagstaff will have a compact land use pattern within a well-defined boundary that shapes growth in a manner that preserves the region's natural environment, livability, and sense of community. Flagstaff will continue to offer the primary types of housing design developments that have defined its land use patterns: the conventional and traditional neighborhood scale which provide a choice of housing types and supporting non-residential uses within walking distances." (RLUTP, pg. 2-5)

#### **Policy LU1.5 – Provide for new Mixed-Use Neighborhoods.**

"The Regional Plan designates new development areas within the Urban Growth Boundary for development as mixed-use neighborhoods. The criteria for these areas includes average densities, a mix of mutually supportive and integrated residential and non-residential land uses, and a network of interconnected streets, and pedestrian and bicycle

connections.” (RLUTP, pg. 2-9)

**Policy LU1.6 – Require Urban Development to Locate within City Boundaries.**

“In order to ensure that all urban development can be provided with adequate public facilities and services, it is the policy of this Regional Plan that all urban land uses shall be located within the Urban Growth Boundary, within the city’s corporate boundary limits. The Regional Plan encourages urban land uses to locate only within incorporated areas in order to obtain City services, utilities, and fire protection. The City shall consider the annexation of land into the city limits when the annexation of such property is consistent with the goals and policies of the RLUTP. (RLUTP, pg. 2-10)

**Policy LU1.10 – Place Emphasis on all Transportation Modes.**

“All commercial and residential areas shall include full accommodation for pedestrians, bicycle travel and transit access.” (RLUTP, pg. 2-13)

**Policy LU1.11 – Place Emphasis on and Encourage Traditional Neighborhood Development and Redevelopment Design.** (pg 2-13)

“The Regional Plan promotes the creation and establishment of neighborhood units with mixed land uses, a variety of dwelling types, activity centers that are walkable, alternate modes of transportation routes, and design that is sensitive to existing surrounding development.” (RLUTP, pg. 2-13)

**Goal C1 (Commercial Development)**

“Shopping and service areas will be convenient to residents as well as visitors to the region in a manner that meets their needs, while remaining compatible with surrounding land uses.” (RLUTP, pg. 2-21)

**Policy C1.3 – Include a Mix of Uses in new Commercial Development and Redevelopment.**

“New development shall include a mix of uses in the city and county, avoiding large, single-use buildings and dominating parking areas.” (RLUTP, pg. 2-22)

**Policy C1.5 – Design and Establish Neighborhood Commercial Centers.**

“Neighborhood commercial centers in the city are designed as pedestrian-oriented gathering places with a mix of retail, office, and service uses, providing the goods and services necessary to meet the needs of the neighborhood while reflecting the identity and character of the surrounding residential neighborhoods.” (RLUTP, pg. 2-23)

**Goal HN1 (Housing and Neighborhoods)**

“The supply of affordable home ownership, rental, and special needs housing units affordable to low- and moderate-income households will be increased.” (RLUTP, pg. 2-30)

**Goal HN2 (Housing and Neighborhoods)**

“New neighborhoods will be built and support will be given to existing neighborhoods that integrate a variety of housing types and densities with amenities, services, and retail to ensure opportunities for a variety of household income levels.” (RLUTP, pg. 2-32)

**Policy HN2.1 – Promote Development of Mixed-Use Neighborhoods.**

“In appropriate areas, both new and existing neighborhoods should have a mix of land uses and different housing types. The arrangement of land uses within neighborhoods shall allow residents to walk and bicycle to parks, schools, work, shopping, places of worship, transit stops, and other nearby neighborhoods. Neighborhoods should include a pedestrian-oriented neighborhood center – school, park, plaza, commercial area or other neighborhood facility – that gives each neighborhood a unique identity and a place for recreation or public gatherings.” (RLUTP, pg 2-32)

**Policy HN2.2 – Establish Interconnected Neighborhood Street and Sidewalk Patterns.**

“Neighborhood streets and sidewalks and/or walkways in both new and existing areas should form an interconnected network, including automobile, bicycle, and pedestrian routes within a neighborhood and between neighborhoods, in order to connect neighborhoods together and with other parts of the region. Neighborhoods should have frequently connected networks of walkways and bike paths, including connections to the Flagstaff Urban Trail System (FUTS), where practicable and feasible. In particular, direct walkway and bikeway route to schools, parks, and other community facilities should be provided. Equestrian facilities should be accommodated where appropriate.” (RLUTP, pg. 2-33)

**GOAL T3 (Transportation)**

“The region’s development pattern will support a diverse range of transportation choices, including transit, walking and bicycling, as well as driving.” (RLUTP, pg. 3-10)

**Policy OSPR1.3 – Provide Non-Motorized Transportation Corridors to Connect Communities, Neighborhoods, Open Spaces and Recreational Areas.**

“Provide non-motorized transportation corridors between neighborhoods, communities, and between the city and outlying areas and regional and national facilities and sites. Non-motorized access shall be provided from new and redevelopment neighborhoods and should be required from existing neighborhoods to regional open space via easements, trails, an on-street facilities with open space connections between FUTS and USFS trails. Existing neighborhoods are encouraged to improve non-motorized access and connections to regional open space and incorporate open space connections between FUTS and USFS trails.” (RLUTP, pg. 4-3)

**Policy NCR1.9 – Protect Dark Skies**

“Protection of dark skies and conservation of energy shall be undertaken by minimizing the detrimental effects to the region’s quality of life and astronomical observing conditions.” (RLUTP, pg. 6-5)

**Policy CFS1.1 – Determine and Require Adequate Public Facilities and Services.**

“The provision of adequate public facilities and services and the phasing of infrastructure improvements shall be important consideration in the timing and location of development.” (RLUTP, pg. 8-2)

**Policy CFS1.2 – Development shall pay its Fair Share Toward the Cost of Additional Public Service Needs Created by new Development, While Giving Consideration to the Rational Nexus Provisions to Show Direct Benefit.**

“The short- and long-term fiscal effects of land use and new development require the use of various tools, methodologies and programs to determine the cost of development and to ensure development is paying its fair share and that it has a direct relationship to benefits received by the development and burdens imposed on the provider.” (RLUTP, pg. 8-4)

***Goal/Policy Analysis***

The subject property is located within the City’s defined Urban Growth Boundary and the proposed development includes a mix of housing and commercial uses designed to support the existing neighborhood. The Mixed-Use designation requires an average of seven dwelling units per acre. The proposed multi-family student housing project will meet this requirement after the dedication of right-of-way for Woody Mountain Road, at a total of 7.24 dwelling units per acre. The project has been designed to include civic space which will serve as a neighborhood center for residents as well as provide for recreation activities.

This request is being reviewed concurrently with an annexation to ensure this level of urban development occurs within the City boundaries. The concept plan submitted with this request does not provide the level of connectivity necessary to



integrate fully the new student housing with the proposed on-site future commercial development to the north or potential future development of the Westside 197 property to the west. Connectivity for motorized vehicles, bicycles and pedestrians between the proposed student housing development and the surrounding future uses should be a condition of this approval to be provided at site plan review.

The applicant is proposing a mixed-use development by including a portion of land for future commercial development suitable for supporting existing and future neighborhoods. The proposed development is not utilizing the incentives that have been developed to support the provision of affordable housing. No affordable housing will be provided with the development of this site. The proposed development has had the required impact analysis completed in order to determine required improvements. The existing water infrastructure at this time is sufficient for the proposed development but the Applicant will be responsible for approximately 5500 feet of sewer line upgrade in order to serve this site. The Applicant is also providing a proportional share contribution toward a future signal at the intersection of Route 66 and Woody Mountain Road. Attached to this report is a draft development agreement that outlines both on and off-site improvements required for this development.

### **Flagstaff Regional Plan 2030 (FRP 2030)**

The *FRP 2030* designates this parcel as Future Urban within an Urban Activity Center. The density range required for residential mixed-use is eight dwelling units per acre and a minimum floor area ratio of 1.0 or greater. Furthermore, Route 66 is identified as a Gateway Corridor and as a Great Street up to Woody Mountain Road. The Comprehensive Planning Manager has provided the following interpretation for the place type characteristics and how they are to be applied to development projects; “The table describing the characteristics of urban, suburban and rural place types shows numerous characteristics including densities and intensity ranges but does not state at what scale these should be applied to a parcel-level development project. These tables are intended to be interpreted at a scale that is at a minimum in a neighborhood or activity center. Every item is NOT a standard or guideline unto itself. The tables are meant to be taken as a whole, and used along with an analysis of how the project would or would not move the community toward the goals and policies throughout the document. For projects that are generally compatible with the characteristics in the table but do not fall within the range of density or intensity, the planner will consider the site-specific preservation of natural resources and compatibility of the proposal with the existing and future neighborhood context through an analysis of goals and policies. Specific plans may further refine how density and intensity is considered within an activity or a neighborhood.”

A list of Goals and Policies in relation to this request is attached to this report. One particular policy within the *FRP 2030* specifically addresses student housing and is analyzed below:

### **Policy NH.1.7 Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale. (FRP 2030, pg. XIII-9)**

Although no programs have yet to be developed to encourage student housing to locate in an undetermined preferred area in the City this policy is clear that “design” and “operation” be compatible with existing neighborhoods. The proposed project includes the provision of student housing through a cottage style design. The buildings are comprised of single and duplex units that relate well in terms of scale and intensity to the existing single-family residential neighborhoods in the area. The operation and management of a student housing project is key to the success of integrating this use with other residential and commercial uses in the vicinity. The Applicant has not presented a management/operation plan but has met with local law enforcement to discuss the potential for keeping the students and surrounding neighborhoods safe. The Development Agreement to be considered by Council will address this issue.

### **Zoning – City of Flagstaff Zoning Code**

The City of Flagstaff Zoning Code, which was adopted in November 2011, (the “Zoning Code”) identifies the subject property as being located in the Rural Residential (RR) zone and allows for one dwelling per acre. In order to accomplish the proposed student housing development, a portion of the property is proposed to be rezoned to the Medium Density Residential (MR) zone. In order to comply with the Mixed-Use land use designation, the Applicant is proposing to rezone a smaller portion of the property to the Highway Commercial (HC) zone, which will be developed separately from the student housing project. The student housing development will be operated as a Rooming and Boarding Facility, subject to the issuance of a Conditional Use Permit by the Planning & Zoning Commission (Section 10-40.30.030.B of the Zoning Code, Page 40.30-6); however, this development option is limited to a maximum density of 9 dwelling units/acre and a maximum building height of 35 feet for the MR zone portion of the property and a gross FAR of 3.0 and a maximum building height of 60 feet for the HC zone portion of the property. A comparison of the current and proposed zoning development standards can be found under the “Building Form and Density Standards” subsection of this report.

### ***Building Form and Density Standards***

Table 1 below compares development standards for the existing RR zone and the proposed MR and HC zones. The subject property is located with the Resource Protection Overlay (RPO) zone.

<b>Table 1 – Comparison of Development Standards</b>			
<b>Standard</b>	<b>Existing Zone (RR)</b>	<b>Proposed Zone (MR)</b>	<b>Proposed Zone (HC)</b>
Acres	36.93	33.33	3.60
Maximum Building Height (feet)	35	35	60
Maximum Coverage	20%	50%	3.0 FAR
Building Placement Requirements (Min Setbacks):			
Front (feet)	75	10 (second floor and below) 15 (above second floor)	0
Side (feet)	10 (interior) 25 (exterior)	5 (interior) 5 (exterior)	15 (adjacent to residential) 0 (all other uses) 10 (exterior)
Rear (feet)	10	15	15 (adjacent to residential) 0 (all other uses)
Minimum Open Space (%)		15	
Density Requirements:			
Minimum (du/ac)	0	6	
Maximum, Inside RPO (du/ac)	1	9	
Maximum, Outside RPO (du/ac)	1	14	

### ***Open Space and Civic Space***

Development within the proposed Medium Density Residential (MR) zone is required to maintain a minimum of 15 percent of the lot area as open space. In accordance with Section 10-40.30.030.C of the Zoning Code (Page 40.30-9), the areas set aside for resource preservation (i.e. floodplains, slopes, and forests), active and passive recreation uses, landscape areas, and community gardens may be used to satisfy the open space standard. Using these parameters, the 30.9-acre student housing

site is required to maintain at least 4.63 acres of open space. Additionally, in accordance with Section 10-30.60.060.B.1.b of the Zoning Code (Page 30.60-11), residential developments with 50 or more dwelling units shall provide a minimum of five (5%) percent of the site in civic spaces that are either privately held and open to the public or publicly owned and set aside as a civic space. Using these parameters, the 30.9 acres student housing site is required to maintain at least 1.54 acres of civic space. The concept plan identifies 3.96 acres of the site as civic space, which is deficient for meeting both the open space and civic space requirements. There is, however, ample room on site to meet the minimum requirements. The majority of the provided open and civic space is clustered around the clubhouse and in the middle of the site, which provides an outdoor amenity with exercise equipment and barbeques. To address the current deficiency in open space and civic space, a condition of approval has been added to ensure that these are adequately addressed during site plan review.

### ***Parking***

Table 10-50.80.040.A of the Zoning Code (Page 50.80-6) establishes the minimum number of parking spaces required for development. Parking for the Rooming and Boarding Facility is calculated at a rate of one space per bedroom plus one space for the owner/manager. The proposed student housing development consists of 714 beds. The Applicant is proposing a total of 750 parking spaces for this residential use, which includes five percent (5%) in additional parking spaces provided. The requirement for the commercial development will be dependent on the individual use. A final parking analysis will be done with the review of a more detailed site plan submittal that will ensure that all parking spaces and drive aisles meet the minimum dimension standards.

### **Design Review**

#### ***Site Planning Standards***

In accordance with Section 10-30.60.030 of the Zoning Code (Page 30.60-2), the Applicant conducted a site analysis, a copy of which is attached to this report, that considers the topography of the site, solar orientation, existing/native vegetation types and relative quality, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. Implementation of the findings of the site analysis will be ensured during the review of a more detailed site plan submittal.

#### ***Pedestrian and Bicycle Circulation Systems***

On-site pedestrian circulation is provided through an extensive network of walkways. These walkways are designed as on-site connections between several internal functions, including building entrances, parking areas, and open space amenities. In addition, they provide off-site connections to the public sidewalks and Flagstaff Urban Trail System (FUTS) trail, which will be developed in conjunction with this project. Connectivity between the proposed student housing and the adjacent properties is important for making a cohesive neighborhood that will give the students full access to future development in the area. While there is no dedicated on-site bicycle circulation system, bicycles can utilize the on-site pedestrian system to gain access to building entrances, open space amenities, and the adjoining public sidewalks and FUTS trail. In accordance with Section 10-30.60.040.A.3 of the Zoning Code (Page 30.60-7) and Section 10-50.80.050 of the Zoning Code (Page 50.80-11), 38 bicycle parking spaces, are required to be provided on-site.

#### ***Parking Lots, Driveways, and Service Areas***

Seven hundred fifty (750) surface parking spaces are provided on-site. The majority of these spaces are screened from the public way by the placement of the buildings. The remaining perimeter spaces are setback from the property line and will be screened with landscaping in accordance with Section 10-30.60.050.A.4 of the Zoning Code (Page 30.60-9). Design standards require new development to minimize the number of curb cuts (i.e. driveways) onto a public street. Three new curb cuts are proposed for the student housing project, two of which are located in alignment with existing driveways/roadways or median breaks. Staff will ensure that trash enclosures and loading areas meet City standards for screening, operation, and location during the review of a more detailed site plan submittal.

### ***Compatibility and Architectural Design Standards***

“Scale” refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The proposed development consists of structures similar in scale to single-family residential housing, which is consistent with much of the surrounding development. Preliminary elevations, copies of which are attached to this report, were provided for the residential units as part of this application, but detailed information has not been supplied for the future commercial development. Architectural design standards will be reviewed at the time of site plan approval and staff will confirm that all elevations are consistent with current requirements.

### **Landscaping**

A preliminary landscape plan, a copy of which is attached to this report, was prepared and submitted with this application. The plan has been accepted as meeting the general intent of the parking lot landscaping, public right-of-way landscaping, open space landscaping, and landscape screening standards found within Section 10-50.60 of the Zoning Code (Page 50.60-1). A final landscape plan will be reviewed at the time of a more detailed site plan submittal.

### **Outdoor Lighting**

The subject property is located entirely within Lighting Zone 1, which means that it is in close proximity to the US Naval Observatory. Lighting Zone 1 has the highest level standards in regards to outdoor lighting and allows for a total of 25,000 lumens per acre for multi-family residential and commercial development. Outdoor lighting is divided into three classes. Class 1 lighting includes fixtures where color rendition is required and includes areas of outdoor spaces, building entrances, outdoor seating and recreational areas; Class 2 lighting includes general illumination for safety and security and Class 3 lighting includes all decorative or architectural illumination. All outdoor Class 1 and Class 3 lighting, and outdoor Class 2 lighting located more than 50 feet from any building shall be turned off by 9:00 p.m. in Lighting Zone 1. Staff will work with the applicant and the dark sky community at Site Plan review to ensure that the outdoor lighting for this project is sensitive to both the development and the dark sky community to the maximum extent feasible.

**PUBLIC SYSTEMS IMPACT ANALYSIS:** See Annexation Report PANX-14-001 for complete Public Impact Analysis discussion.

### **OTHER REQUIREMENTS:**

#### **Natural and Cultural Resources**

The subject property is located within the Resource Protection Overlay (RPO) zone as defined by Section 10-50.90.020.A of the Zoning Code (Page 50.90-2). There are no defined floodplain or slope resources on-site. The Natural Resource Protection Plan (NRPP) prepared by the Applicant, a copy of which is attached to this report, identifies 2916 total forest tree points on-site. In accordance with Table 10-50.90.060.A of the Zoning Code (Page 50.90-7), forest resources within a residential development must be protected at a 50 percent threshold. In accordance with Section 10-30.60.060.B.1.c.(1) of the Zoning Code (Page 30.60-11), forest resource protection thresholds can be reduced by five percent (5%) when civic spaces are provided. The NRPP proposes to save 1498 forest tree points, which is 51.37 percent of the total on-site forest tree points. The NRPP is in conformance with the Zoning Code resource protection standards. As is required for undeveloped land, a letter report was prepared at the request of the Historic Preservation Officer. The report did not find conditions that warranted further analysis of the site. A Phase 1 Cultural Resource Study was not required for this location.

#### **Citizen Participation**

Public hearings before the Planning and Zoning Commission and the City Council are conducted in conjunction with any request for Zoning Map Amendment. In accordance with Arizona Revised Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting a notice on the property, and mailing a notice to all property owners within 300 feet of the subject site. As of this writing, staff has received two email letters, copies of which are attached to this report, wanting to make sure that the planning for the site takes into account the use of Woody Mountain Road by a large number of W.L. Gore employees who commute to the facilities in the area and expressing concern about the increased lighting impacts from higher density development within Lighting Zone I.

The Applicant held a neighborhood meeting on Thursday, March 27, 2014 at 5:30 pm. The Applicant received two phone calls from their meeting notice requesting information about the project. Seven people attended the meeting and had questions in regards to the case. None of the attendees expressed opposition to the Annexation or the Zoning Map Amendment. Staff has not received any other comments in regards to either the annexation or the Zoning Map Amendment.

### **DISCUSSION:**

In accordance with Section 10-40.30.040.A.5 of the Zoning Code (Page 40.30-4), the Medium Density Residential (MR) zone; applies in areas appropriate for moderate density residential; and, allows a variety of housing types, including affordable and planned residential development that allow for higher densities. In accordance with Section 10-40.30.040.A.3 of the Zoning Code (Page 40.30-13), the Highway Commercial (HC) zone applies to areas of the City appropriate for a full range of automobile-oriented uses; encourages the development of commercial uses in addition to residential uses to provide diversity in housing choices; and is designated primarily at the commercial corridors of the City. The proposed residential and commercial zoning at this location is compatible with the *RLUTP* designation of Mixed-Use. The proposed student housing project conforms to the standards of the proposed MR zone and the conceptual commercial development within the HC zone will be limited to uses that function well within a mixed-use neighborhood including services, retail, and office. There is currently a lack of commercial development within the subject area with a growing residential population and an existing employment population.

Staff agrees that the proposed Zoning Map Amendment is consistent with the *RLUTP* and the intent of the Zoning Code, but is concerned about the timing of this request and the lack of existing multi-modal transportation infrastructure within this area. The site is not yet served by transit and is not part of a cohesive bicycle and pedestrian network. Adequate on-site parking is provided for the residents but the issue becomes the parking constraints affiliated with Northern Arizona University. The Applicant has been in communication with Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to discuss the potential for transit or shuttle service for this project but no formal agreements are currently in place.

### **RECOMMENDATION:**

Staff believes that the proposed Zoning Map amendment is in substantial conformance with the Flagstaff Area Regional Land Use and Transportation Plan and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving an amendment to the Zoning Map for 33.33 acres from the Rural Residential (RR) zone to the Medium Density (MR) zone and for 3.60 acres from the Rural Residential (RR) zone to the Highway Commercial (HC) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance to the uses including the density and intensity and general layout approved by the Inter-Division Staff (IDS) on August 25, 2014 and as presented to the Planning

and Zoning Commission with this amendment request except as modified herein.

2. Development of the MR zone shall be limited to the number of units (224) and beds (714) identified in the Zone Change Plan and used for the preparation of all impact analysis.
3. Development of the HC zone shall include 20,000 square feet of general service/retail/office or mixed use development.
4. Per the acceptance of the traffic impact analysis, both vehicular and non-vehicular access shall be provided between the proposed student housing project and the proposed commercial development as well as pedestrian/bicycle connections to the future development of the vacant land to the west.
5. The Developer shall enter into a Development Agreement with the City to, address at a minimum the proportional share contribution of the signalized intersection of Route 66 and Woody Mountain Road, off-site sewer improvement requirements, on-site water/sewer modifications, roadway/edge improvements and a management operation plan.
6. At the time of site plan submittal, the developer shall provide a minimum of fifteen percent (15%) of the lot area as open space and a minimum of five percent (5%) of the lot area as civic space.
7. Outdoor lighting shall be extinguished at the close of business except for security lighting further that 50 feet from the entrance to any building.
8. If the residential development is operated as a rooming and boarding facility, a Conditional Use Permit shall be reviewed and approved by the Planning and Zoning Commission.
9. Site Plan review and approval by staff for the residential and commercial developments is required to assure that all conditions, requirements and terms that are included in the Zoning Map Amendment Ordinance and Development Agreement are accomplished.

## **ATTACHMENTS**

- Zoning Map Amendment Application & Narrative
- Current City of Flagstaff Zoning Map
- Site Analysis
- Flagstaff Regional Plan 2030 Goals & Policies
- Traffic Impact Analysis Acceptance Memo
- Public Hearing Legal Advertisements
- Citizen Participation Plan
- Citizen Comment Email Letters
- Draft Development Agreement
- Concept Plan Packet:
  - Conceptual Site Plan
  - Concept Utility Plan
  - Natural Resource Protection Plan
  - Conceptual Landscape Plan
  - Annexation Map

- Residential Building Elevations Examples



# Minutes- Draft

City of Flagstaff

## PLANNING & ZONING COMMISSION

4:00 PM– Wednesday, September 24, 2014

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City Hall, Council Chambers, 211 W. Aspen Avenue



In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Tammy Bishop at (928) 213-2611 (or 774-5281 TDD). Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Planning and Zoning Commission and to the general public that, at this meeting, the Planning and Zoning Commission may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

CALL TO ORDER [Chairman Dorsett called the meeting to order at 4:00 p.m.](#)

COMMISSION MEMBERS: Stephen Dorsett, Chairman Paul W. Turner  
Present: Justin Ramsey, Vice Chairman Steve Jackson  
Paul Moore  
Tina Pfeiffer  
Absent: David Carpenter

CITY STAFF: Brian Kulina, Planning Development Manager  
Tiffany Antol, Planning Development Manager  
Mark Sawyers, Staff Liaison  
Becky Cardiff, Recording Secretary

### I. GENERAL BUSINESS

#### A. PUBLIC COMMENT

*(At this time, any member of the public may address the Commission on any subject within their jurisdiction that is not scheduled before the Commission on that day. Due to Open Meeting Laws, the Commission cannot discuss or act on items presented during this portion of the agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.)*

[None](#)

#### B. APPROVAL OF MINUTES

##### 1) Regular meeting of August 27, 2014.

[Motion to approve the minutes of the regular meeting of August 27, 2014, Moved by Commissioner Turner; seconded by Commissioner Ramsey. Motion carried unanimously.](#)



## II. OTHER BUSINESS

### PINNACLE PINES

Address: 800 E Sterling Lane  
Assessor's Parcel Number: 105-20-117  
Property Owner: Pinnacle 146 LLC  
Applicant: Mogollon Engineering  
Application Number: PPPL 2014-0005  
City Staff: Brian Kulina  
Action Sought: Preliminary Plat Request

A Preliminary Plat request from Mogollon Engineering & Surveying, Inc., on behalf of Pinnacle 146 LLC, for a development of approximately 18.59 acres into 106 single-family subdivision lots located at 800 E. Sterling Lane, within the Medium Density Residential (MR) zone.

Mr. Kulina gave a PowerPoint presentation on the proposed project and answered questions from Commissioners.

Kristen Smith, Flagstaff Fire Dept, was present and answered questions from Commissioners.

Reid Miller, Traffic Engineering, was present and answered questions from Commissioners.

Kent Hotsenpillar, Engineer representing the applicant, answered questions from Commissioners.

Sue Ellen, resident, discussed the potential access to the proposed project and the potential effect it could have on the value of her property.

Doug Hare, owner representative, answered questions from Commissioners

Motion to forward to City Council for approval Preliminary Plat PPPL 2014-0005 with additional mitigation of the impact of Silver Lane to adjoining properties Moved by Chairman Dorsett; seconded by Commissioner Ramsey. Discussion was held. Motion carried 5 to 1 with Commissioner Jackson dissenting.

## III. PUBLIC HEARING

### A. ASPEN HEIGHTS

Address: 2701 S Woody Mountain Road  
Assessor's Parcel Number: 112-01-019  
Property Owner: Landmarc Capital & Investment Co.  
Applicant: Aspen Heights  
Application Number: PANX 14-0001  
City Staff: Tiffany Antol  
Action Sought: Annexation Request

An annexation request of approximately 3.14 acres located at 2701 S. Woody Mountain Road. The property is identified as a portion of Coconino County Assessor's Parcel Number 112-01-019. This annexation request is the first part of a two-part request. The second part of the request is a Zoning Map Amendment.

## B. ASPEN HEIGHTS

Address: 2701 S Woody Mountain Road  
Assessor's Parcel Number: 112-01-019  
Property Owner: Landmarc Capital & Investment Co.  
Applicant: Aspen Heights  
Application Number: PREZ 14-0004  
City Staff: Tiffany Antol  
Action Sought: Zoning Map Amendment

A Zoning Map Amendment request to rezone approximately 33.33 acres from Rural Residential (RR) to Medium Density Residential (MR) and approximately 3.60 acres from Rural Residential (RR) to Highway Commercial (HC).

Ms. Antol gave a PowerPoint presentation on the proposed project Aspen Heights including information on both the Annexation and Zoning Map Amendment and answered questions from Commissioners.

Reid Miller, Traffic Engineer, answered questions from Commissioners

Rick Barrett, City Engineer, answered questions from Commissioners

Ms. Antol answered questions from Commissioners

Kent Hotsenpillar, Engineer representing the applicant, answered questions from Commissioners

Charlie Vatterott, Executive VP of Development, gave a PowerPoint on the proposed project.

William Ramsey, Regional Operations Manager representing the applicant, gave a PowerPoint presentation on the operation of the proposed project.

Dana Kjellgren, legal counsel representing the applicant, answered questions from Commissioners

Erika Mazza, NAIPTA, answered questions about possible transit from the proposed project.

**Motion to open the public hearing Moved by Commissioner Turner; seconded by Commissioner Moore. Motion carried.**

Public Comment was given as follows:

Elizabeth Betroff, resident, requested information on affordable housing

Ms. Antol and Ms. Kjellgren addressed the question about affordable housing

Chris Luginbuhl, astronomer, expressed concerns about lighting that the proposed project could produce.

Lance Diskan, representing the Dark Skies Coalition/resident, also expressed concerns about the lighting that the proposed project would produce.

Ms. Kjellgren addressed concerns that were brought up during public comment

A written comment was submitted as follows:

"Moran Henn, representing Friends of Flagstaff's Future, F3 is not in opposition or in support of this project. We do think however that approving it would be pushing the cart before the horse. The city and county are in the process of developing guidelines for dormitory style off campus student housing. The community is going to weigh in on this issue on October 27 at a meeting led by Mayor Nabours and Supervisor Archuleta. We only ask you give the community time. Given such strong

community engagement in the previous off campus housing issue we feel it would be best to not approve any such developments till after October 27. Thank you"

Motion to close the public hearing Moved by Commissioner Turner; seconded by Commissioner Jackson. Motion carried.

Motion to forward an approval to City Council of Annexation PANX 14-0001 Moved by Commissioner Turner; seconded by Commissioner Jackson. Motion carried unanimously.

Motion to forward for approval to City Council of PREZ 14-0004 with Staff conditions and the condition that Council seriously consider reducing the lumen counts currently allowed in the zone. Moved by Commissioner Moore. Motion failed with no second.

Motion to forward for approval to City Council of PREZ 14-0004 with proposed Staff Conditions Moved by Commissioner Turner; seconded by Commissioner Pfeiffer. Discussion was held.

Motion to amend the motion to include the condition that the applicant will work with the dark skies community to minimize the impact on the Observatory and to come up with conditions for the Development Agreement to achieve those results Moved by Chairman Dorsett; Seconded by Commissioner Pfeiffer. Motion carried and additional condition is added to the original motion.

Motion to forward to City Council for approval of PREZ 14-0004 with proposed Staff Conditions and the condition that the applicant will work with the dark skies community to minimize the impact on the Observatory and to come up with conditions for the Development Agreement to achieve those results. Moved by Chairman Dorsett; Seconded by Commissioner Pfeiffer. Motion carried unanimously.

#### IV. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

None.

ADJOURNMENT at 7:15



# City of Flagstaff

## Community Development Division

211 W. Aspen Ave

P: (928) 213-2618

Flagstaff, AZ 86001

F: (928) 779-7684

www.flagstaff.az.gov

PREZ/PGM

Date Received

MAR 11 2014

### Application for Zoning Map Amendment and/or Regional Plan Amendment

File Number

DEV 13-007

Property Owner(s) <i>Aspen Heights</i>	Title	Phone <i>512-970-1317</i>	Email <i>cvatterott@myaspenheights.com</i>
Mailing Address <i>1301 S. Capital of Texas Hwy Suite B-201</i>	City, State, Zip <i>Austin TX 78746</i>		
Applicant(s) <i>Mogelon Engineering</i>	Title	Phone <i>214-0214</i>	Email <i>mogelon99@aol.com</i>
Mailing Address <i>411 W. Santa Fe</i>	City, State, Zip <i>Flagstaff AZ 86001</i>		
Project Representative) <i>Kent Holcupiller</i>	Title	Phone	Email
Mailing Address	City, State, Zip		
Requested Review <input checked="" type="checkbox"/> Zoning Map Amendment <input type="checkbox"/> Regional Plan Amendment <input type="checkbox"/> Continued			

Site Address <i>2701 S. Woody Mountain Rd</i>	Parcel Number(s) <i>112-01-019</i>	Subdivision, Tract & Lot Number <i>n/a</i>
Existing Zoning District <i>RR</i>	Proposed Zoning District: <i>MR &amp; HC</i>	Existing Regional Plan Land Use Category <i>mixed use</i>
Existing Use <i>Vacant</i>	Proposed Use <i>commercial &amp; student housing</i>	
Property Information:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?	

Requested Urban Growth Boundary Change (If Applicable)	State Reason for Request <i>To achieve Mixed Use minimum density</i>
--	---

Note:  
Indicate how the change of zone will not be detrimental to the majority of persons or properties in the surrounding area, or to the community in general. If modification to the Regional Plan is requested, clearly state reason(s) for modification. (Attach separate sheets as necessary). Incomplete submittals will not be scheduled.

Property Owner Signature (required) <i>[Signature]</i>	Date: <i>3/11/14</i>	Applicant Signature <i>Kent Holcupiller</i>	Date: <i>3/10/14</i>
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#### For City Use

Date Filed:	File Number(s): <i>PSPR 140005</i>	Type of Zoning Map Amendment: <input type="checkbox"/> Small-scale <input type="checkbox"/> Medium-scale <input type="checkbox"/> Large-scale
P & Z Hearing Date:	Publication and Posting Date:	
Council Hearing Date:	Publication and Posting Date:	
Fee Receipt Number:	Amount: _____ Date: _____	

Action by Planning and Zoning Commission:	Action by City Council:
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
<input type="checkbox"/> Continued	<input type="checkbox"/> Continued

Staff Assignments	Planning <i>Tiffany</i>	Engineering <i>Rene</i>	Fire <i>Kent</i>	Public Works/Utilities <i>Jim</i>	Stormwater <i>Kyle</i>
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Revised 11/9/11

3/11/13

87

## Application for Zoning Map Amendment

Information provided as required pursuant to Flagstaff City Code 10-20.50.040(C)(3)(a) and (F)(a)(ii), and Application for Zoning Map Amendment, Information Required, Section 3:

**3. An applicant must state the reason for request and provide a summary of community benefits to be gained if it is approved. Analysis of the General Plan must be included with an explanation of how the requested amendment is supported by the General Plan.**

### **3.1 Community Benefits.**

Flagstaff is a small city surrounded by federally- and state-owned land in which one of the State's three universities is located. It presently has a student population of approximately 19,000 undergraduates and 1,500 graduate students. Approximately 7,400 undergraduate students live on campus in 21 residence halls.<sup>1</sup> The Arizona Board of Regents (ABOR) has set a goal of 25,000 undergraduate student by the year 2020.<sup>2</sup> Enrollments are, thus, projected to increase by 900 – 1,000 students each year for the next five or six years. The non-student population is approximately 66,000, according to the 2010 census, and the number of housing units is 25,648.<sup>3</sup> Historically, the demand for rental housing by students has kept the cost of rental housing in Flagstaff at some of the highest levels in the state because of inadequate stock to meet the demand. This has resulted in a high percentage of the non-student population who must rent because they cannot afford to purchase housing, paying significantly more than one-third of their income for rent. This issue, coupled with wages that are lower than state averages, also has the effect of effectively pushing numbers of the workforce in Flagstaff out of the community to cities in the Valley of the Sun or elsewhere where housing costs are lower and wages and salaries are higher. Employers, and the community as a whole, suffer when skilled, experienced workers make the decision to leave because the cost of remaining is simply too high.

Providing housing units that will help to meet the demand from students at Northern Arizona University will begin to free up standard rental housing for non-student residents. This should bring greater competitiveness to rental leasing and cause rental prices to decline or, at least, not increase at the same rates as in the past because there will be more choices for non-student and student renters. It will also begin to take pressure off neighborhoods traditionally affected by issues like over-parking that arise from the rental of houses in older neighborhoods to a number of students, each with a car. This will improve the quality of life in neighborhoods that have essentially served as dormitory extensions to the University.

The proposed development will also provide a community benefit by promoting the efficient use of land in an area presently zoned for 1-acre single-family lots, which might provide 36 to 37 dwellings, through approval of a Zoning Map amendment to permit a medium density mixed-use neighborhood of 224 dwellings with 714 beds and a 3.6-acre area planned for commercial uses.

<sup>1</sup> <http://nau.edu/CIE/International-Admissions/FAQs/#students>

<sup>2</sup> <http://jackcentral.com/news/2013/02/nau-enrollment-set-to-increase-indefinitely/>

<sup>3</sup> <http://www.flagstaff.az.gov/index.aspx?NID=1095>

### 3.2 General Plan.

The Property, 2701 W. Woody Mountain Road, is presently zoned RR, Rural Residential, and the Regional Plan designation is Mixed-Use Development. The applicant seeks a rezoning to MR, Medium Density Residential, and HC, Highway Commercial, for a mixed-use development. The use of Medium Density Residential zoning in this mixed-use development helps to further Policy LU1.5 of the Regional Plan:

**Policy LU1.5—Provide for New City Mixed-Use Neighborhoods.** The Regional Plan designates new development areas within the Urban Growth Boundary for development as mixed-use neighborhoods. The criteria for these areas includes average densities, a mix of mutually supportive and integrated residential and non-residential land uses, and a network of interconnected streets, and pedestrian and bicycle connections. Designated areas include Canyon del Rio and the West Side Area, and may include other future areas identified as Planning Reserve Areas. Additionally, existing older neighborhoods, such as Southside, Sunnyside, and parts of downtown, may be suitable for limited and sensitively designed mixed-use development.

The Zoning Map amendment to Medium Density Residential and Highway Commercial zoning would bring this parcel into the present Regional Plan classification of Mixed-Use Development for the parcel. The proposed project will provide 224 cottage units of student rental housing with 714 rooms for rent. This increase in the supply of rental housing for students will help alleviate the shortage of affordable rental housing in Flagstaff through an increase in the supply of units for students, freeing up rental housing for non-student households. The addition of the commercial portion of the project with general services or retail trade uses will provide a mix of mutually supportive and integrated residential and non-residential land uses. A network of private ways, pedestrian and bicycle connections, as well as access to the Flagstaff Urban Trail System, will reduce reliance on automobiles within the neighborhood and promote pedestrian-oriented activities.

### Conclusion

The zoning map amendment, by making possible the proposed project on the Property, would meet the following goals of the present General Plan to:

- Promote the efficient use of land by changing an area presently zoned for 1-acre single-family lots, which might provide 36 to 37 dwellings to a mixed-use neighborhood of 224 dwellings with 714 beds and areas planned for compatible commercial uses such as retail trade or general services;
- Place development close to the Flagstaff Urban Trail System, providing access for pedestrians and bicyclists and encouraging the use of modes of transportation other than automobiles;
- Apply design guidelines that take into consideration the natural and built environment of Flagstaff; and

- Provide a people-oriented neighborhood that will have fitness and social amenities to encourage the residents to walk from their cottages to the social gathering places and commercial uses in the neighborhood.

## Flagstaff Student Housing - Site Analysis

This 37 acres parcel is adjacent to the Westside 197 property. Westside 197 was a contemplated subdivision that never materialized. The property was then purchased by the Presidio in the Pines developer who lost the property to receivership. The Woody Fire in 2006 burned most of the parcel which has remained vacant since. The parcel is sloped to the east and southeast and has no significant natural features on it. There are several volcanic vents in the area but are not within the parcel boundaries.

An extensive site analysis has been performed by Lee and Associates, Aspen Heights and Mogollon Engineering. Existing terrain and topography, existing vegetation, scenic views, natural watercourses, and the relationship to existing development were considered. However the application of the Zoning Code, Engineering Standards, and stormwater requirements must be met. These regulations dictate building orientation and location, access points, stormwater mitigation, LID, parking aisle and space configuration and grades, utility easements, utility locations, resource protection standards, trash enclosures, open space, bufferyards, lighting, site amenities, design review guidelines, landscaping, and more. All of the above regulations and site characteristics have been analyzed in whole and the results of the extensive site analysis are the Concept Plan and supporting information submitted.

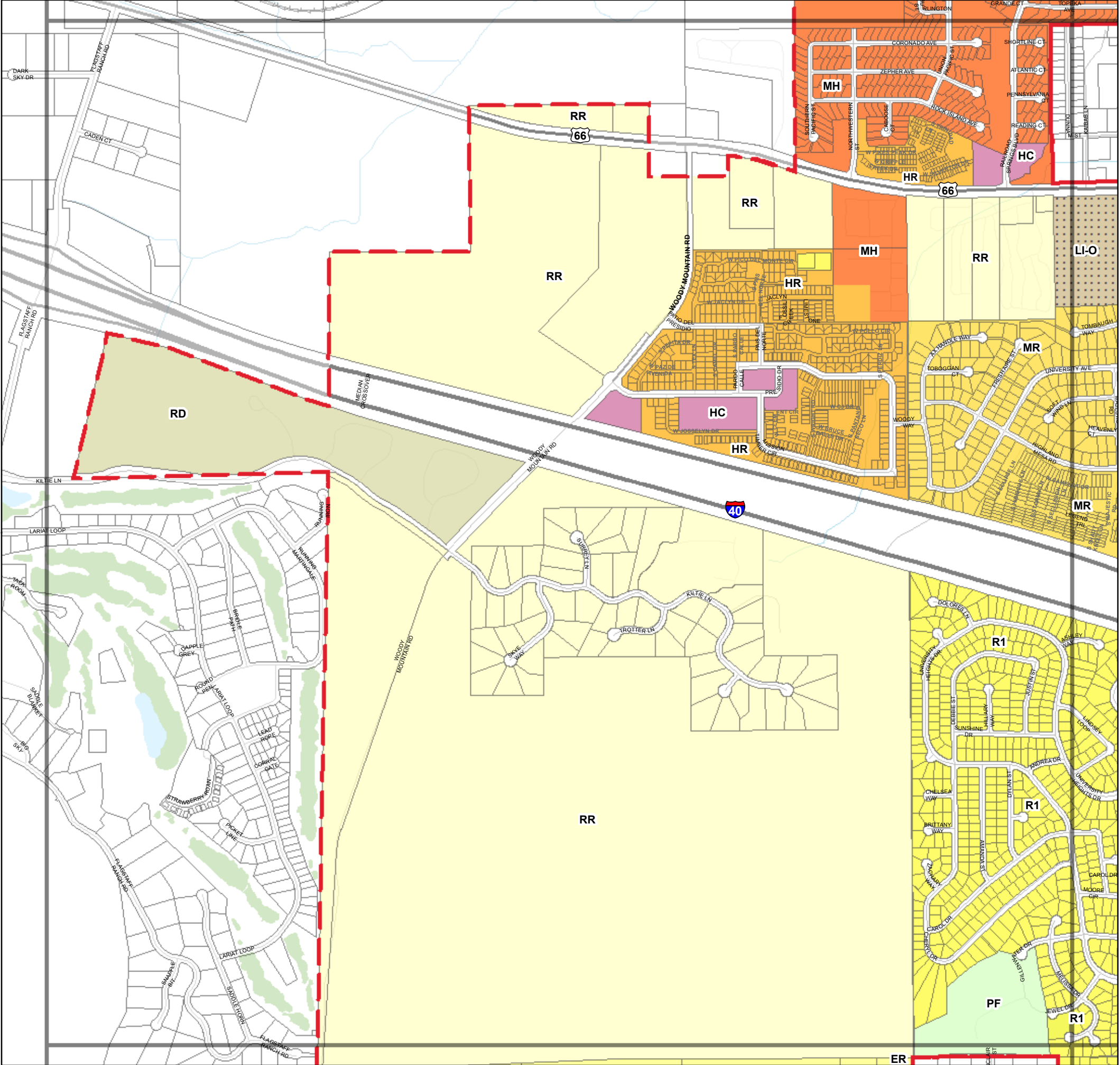
### Aspen Heights Flagstaff Unit Info

Total Living Square Footage = Total Under Roof less balconies

- Building Square Footage (Figures below for duplexes represent buildings, not units)
  - 2 bedroom duplex – Keystone: Total Living: 2,684, Total Under Roof: 2,980
  - 2 bedroom duplex – Aspen: Total Living: 2,640, Total Under Roof: 2,936
  - 3 bedroom duplex - Frisco/Telluride: Total Living: 3,354, Total Under Roof: 3,654
  - 4 bedroom cottage – Boulder: Total Living: 1,729, Total Under Roof: 1,905
  - 4 bedroom cottage - Breckenridge/Vail: Total Living: 1,748, Total Under Roof: 1,928
  - 5 bedroom cottage - A-Basin: Total Living: 2,042, Total Under Roof: 2,263
  - 5 bedroom cottage – Durango: 1,992, Total Under Roof: 2,304
- Total Project Square Footage (Excluding Clubhouse)
  - Total Living: 333,300, Total Under Roof: 374,190
  - Clubhouse: 10,000
- Maximum Height (Ridge Height)
  - 2 bedroom duplex – Keystone: 30'-0"
  - 2 bedroom duplex – Aspen: 31'-5"
  - 3 bedroom duplex—Frisco/Telluride: 31'-3"
  - 4 bedroom cottage—Boulder: 29'-10"
  - 4 bedroom cottage—Breckenridge/Vail: 28'-7"
  - 5 bedroom cottage—A-Basin: 29'-8"
  - 5 bedroom cottage—Durango: 27'-6"
- Number of units (excluding clubhouse) – 214
- Number of floors - 2 (all floor plans)



# City of Flagstaff Zoning Map 14



## Residential Zones:

- Rural Residential (RR)
- Estate Residential (ER)
- Single-family Residential (R1)
- Single-family Residential Neighborhood (R1N)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Manufactured Housing (MH)

## Commercial Zones:

- Central Business (CB)
- Highway Commercial (HC)
- Commercial Service (CS)
- Community Commercial (CC)
- Suburban Commercial (SC)

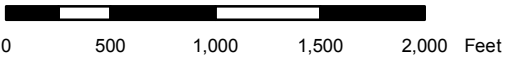
## Industrial Zones:

- Research and Development (RD)
- Light Industrial (LI)
- Light Industrial Open (LI-O)
- Heavy Industrial (HI)
- Heavy Industrial Open (HI-O)

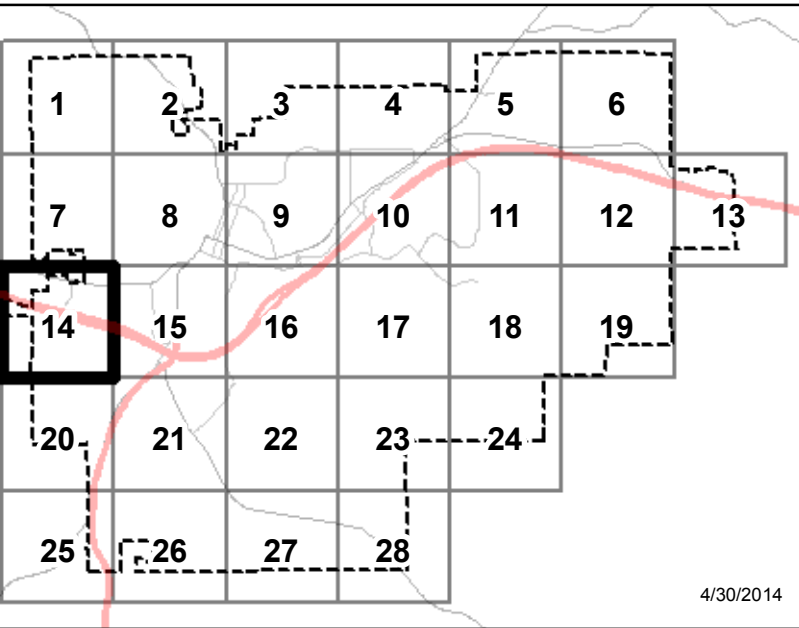
## Resource and Open Space:

- Public Facility (PF)
- Public Lands Forest (PLF)
- Open Space (OS)

- Airport Overlay Zone
- Downtown Overlay Zone
- Townsite Overlay Zone
- Landmark Overlay Zone
- Regulating Plan Boundary
- City Limits
- Parcels



This map is known as the "City of Flagstaff Official Zoning Map" or the "City of Flagstaff Official Regulating Plan," and is intended to implement the City of Flagstaff Zoning Code per Ordinance 2011-20 adopted on 11/01/2011 and all subsequent amendments. These maps are based on the most accurate graphic information available at the time they were produced. The City of Flagstaff furnishes these maps "as is" and assumes no responsibility for their accuracy. All zoning information should be verified by legal description whenever possible.





## **Flagstaff Regional Plan 2030**

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

Policy E&C.5.1. Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.

Policy E&C.5.2. Encourage and incentivize voluntary reduction of “exempt” lighting that degrades night sky visibility, and work to prevent light trespass whenever possible in both public and private areas.

Policy E&C.5.3. Continue to enforce dark sky ordinances.

Policy E&C.5.4. Encourage uses within Lighting Zone 1 of the lighting codes of the City and County that do not require outdoor lighting, and discourage those which require all-night lighting.

Route 66 is identified as a Gateway Corridor and as a Great Street up to Woody Mountain Road

Goal CC.1. Reflect and respect the region’s natural setting and dramatic views in the built environment.

Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.

The Future Growth Illustration identifies the subject parcel as Urban Future inside of an Urban Activity Center within the Urban Growth Boundary.

Goal LU.2. Develop Flagstaff’s Greenfields in accordance with the Regional plan and within the growth boundary.

Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff’s favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.

Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

Goal LU.3. Continue to enhance the region’s unique sense of place within the urban, suburban, and rural context.

Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic invests, and reduce the cost of providing infrastructure and services.

Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

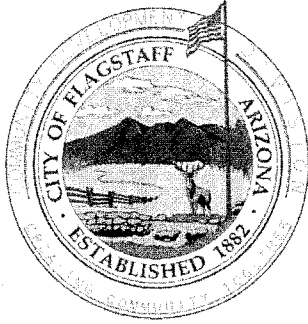
Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.

Policy LU..5. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

Goal LU.6. Provide for a mix of land uses.

Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.


Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.



## MEMORANDUM

Transportation  
Engineering  
Program

**To:** Tiffany Antol, Development Planning Manager

**From:** Jeff Bauman, Traffic Engineer 

**Date:** August 22, 2014

**RE:** **Acceptance with Conditions**  
**Traffic Impact Analysis sealed 07/23/2014 and Traffic Signal Warrant**  
**Analysis dated August 2014**

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The Transportation Engineering Program has reviewed the submitted Traffic Impact Analysis (TIA) and Traffic Signal Warrant Analysis. ADOT has submitted comments/conditions under separate cover, dated 08/21/2014 and attached to this memo. This memo documents City Transportation Engineering's review and **Conditions of Approval** for the TIA and the Traffic Signal Warrant Analysis for Aspen Heights Student Residences:

1. Vehicular and Pedestrian cross access **shall** be provided between the residential land use and the commercial land use. The Applicant can decide the location of the cross access, but the access does need to be provided with future site planning submittals. No TIA analysis needs to be redone.
2. The Signal Warrant Analysis for the intersection of Route 66 and Woody Mountain is not approved, but ADOT's review conditions are attached and the re-submittal of the warrant analysis is not expected to change the proportional share analysis attached, nor recommend that a signal be installed upon project opening. Under those two qualifying statements, the following Condition of Approval #3 is valid. If either of these two qualifying conditions change, the following condition will need to be re-evaluated.
3. Future ROW needs and proportional share for the intersection of Route 66 and Woody Mountain are required. A planning level signal layout should be provided with construction plans to help determine the ROW dedication requirements. The developer's proportional share contribution for this future signal need is documented in the attached table. The planning level estimate for a future traffic signal in the Flagstaff Region is \$400,000. The calculated proportional share based on percent project traffic in the intersection of Woody Mountain Road and Route 66 is 25.7%, or \$102,805. The timing of this proportional share contribution shall be outlined in the Development Agreement.

If you have any questions, or would like to schedule a time to discuss these comments further please contact me.



# Aspen Heights - Route 66 & Woody Mountain Proportional Share

	Current	2015 Background w/o Project	2015 w/ Project	Source	Total Project Trips	Total Project Trips ÷ 2015 w/ Project	Proportional Share Cost
AM	622	664	851	Counts in TIA	187	21.97%	\$ 87,896.59
PM	617	660	931	Counts in TIA	271	29.11%	\$ 116,433.94
Average	620	662	891	Averages	229	25.70%	\$ 102,805.84

## NOTE:

- The average cost of installing a new signal is approximately \$400,000. This amount cost was assumed in the calculations.



Northern Region Traffic Office

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## MEMORANDUM

TO: Warren Sutphen, Flagstaff Permits Office Supervisor

FROM: Cready Smith, Northern Region Traffic Transportation Engineering Specialist

DATE: Thursday, August 21, 2014

CC: Walter K Link, Northern Region Traffic Engineer

RE: Woody Mtn. and B40 signal analysis.

---

Northern Traffic Region office recommends that a resubmittal of the warrant analysis be submitted for review.

CivTech is to be commended for putting forth such a detailed signal warrant analysis -- it is tricky and art mixed with science to analyze the need for a traffic signal in the future when numerous variables are at play. The Woody Mountain/Route 66 intersection is a "T" intersection and the location and type of proposed development will create predominate traffic movements in the form of left-in and right-out. These turning movements can often be completed safely and efficiently even when threshold warrant values are met. The proposed Aspen Heights development is a student housing project at an intermediate distance from campus: the trip generation rates are not supported by matching ITE generation rates verified through numerous studies. A reasonable attempt has been made to estimate these -- however, substantial uncertainty remains both with the rates and distribution throughout the day. The commercial component of the development is also an estimate at this point in time as to the character. Given the type of turning movements combined with the opposing EB Route 66 traffic volumes it is unlikely the regional traffic office will recommend signalization after any revision to the analysis is completed. This decision is likely to hold even if warrant thresholds are met in any revised submittal; however, a final decision will be made at that time.

It is recommended the final study be utilized by the City of Flagstaff to determine a proportionate share of future intersection improvements in whatever form they may take.

1. Table 7 (page 15) note number 2, states the minor street approach volume represents all left-turning vehicles plus  $\frac{1}{2}$  of the right turning vehicles -- it does not appear the reduction has occurred to the minor street right-turning vehicles. As discussed earlier, ADOT PGP 611 sets forth specific requirements regarding the percentage of right-turn

traffic that should be "counted" towards meeting the minor leg volume. Paraphrased from PGP 611, the ability of traffic to make right-turns on red may reduce the benefit realized from a traffic signal if one is installed. Therefore, the effect of right-turn vehicles from minor street approaches should be considered when volume warrants are applied. In order to adjust the right-turn volume, only vehicles that exhibit a stopped-delay in excess of 5 seconds should be considered in the minor street warrant volume. As the NB approach to Woody Mtn. is approximately 97% right-turning vehicles in the peak hours, this is an important consideration. It is common in the early stages of reviewing an intersection to utilize a 50% reduction to the right-turning volume from the minor street. Work completed by this office in the Flagstaff area on intersections with reasonably similar mainline volumes to the estimated build-out condition would indicate the percentage of right-turning traffic that exceeds 5 seconds of stopped-delay is 30-35% in the peak hours – falling considerably outside of the mainline peak hours.

2. Table 7 appears to utilize incorrect eight, fourth, and peak hour volumes in the warrant comparison. Please check.
3. Table 7. The analysis has chosen to utilize 2 lanes for the major street approach and 2 lanes for the minor street approach. The Warrant 2, Four-Hour vehicular volume (70% factor) minor street threshold of 80 does not seem correct – it would appear the minor street warrant is 106 obtained through formula.
4. Table 7. Please check – it appears from a revised Table 5 – the peak hour would be 764 and 237 rather than 751 and 237. The Warrant 3, Peak Hour volume (70% Factor) minor street threshold would be 228.
5. Conclusion first paragraph needs to be updated fully from previous report.
6. Hourly shopping center volumes have rounding errors.

# NOTICE OF PUBLIC HEARINGS

**NOTICE IS HEREBY GIVEN** that the Flagstaff Planning and Zoning Commission will hold a public hearing on Wednesday, September 24, 2014 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, October 21, 2014, at 6:00 p.m. to consider the following:

## **A. Explanation of Matters to be Considered:**

1. A proposed amendment to the official City of Flagstaff zoning map to rezone property from RR, Rural Residential to MR, Medium Density Residential Zone (33.33 acres) and HC, Highway Commercial Zone (3.60 acres), for the area described in Part B below.

## **B. General Description of the Affected Area:**

Approximately 36.93 acres located at the northeast corner of Route 66 and Woody Mountain Road, Coconino County Assessor's Parcel Number 112-01-019, located in the NE 1/4 SE 1/4 Section 19, T21M, R7E, of the G&SRM, City of Flagstaff, Coconino County, Arizona, as shown on the adjacent map.

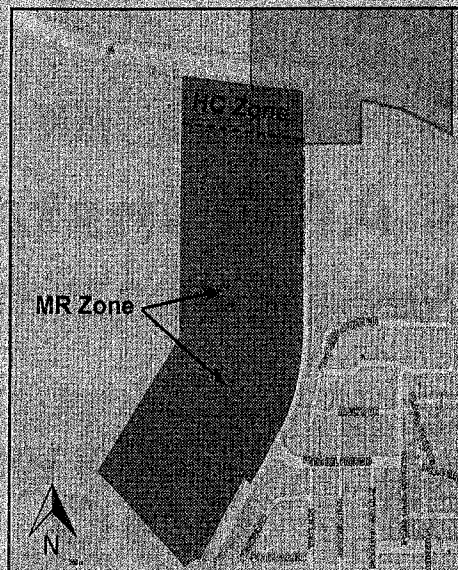
The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed annexation and rezoning or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed annexation and rezoning are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

Unless otherwise posted, all City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

## **PROPOSED ZONING MAP AMENDMENT**

From RR, Rural Residential Zone to MR Medium Density Residential Zone and HC Highway Commercial Zone



**ADDRESS:** 2701 Woody Mountain Road

**APN:** 112-01-019

**ACRES:** Approximately 36.93 Acres

## **FOR FURTHER INFORMATION, PLEASE CONTACT:**

Tiffany Antol  
Planning Development Manager  
Planning & Development Services Div.  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

928-213-2608

Email: [tantol@flagstaffaz.gov](mailto:tantol@flagstaffaz.gov)

Publish: September 7, 2014



# NOTICE OF PUBLIC HEARING

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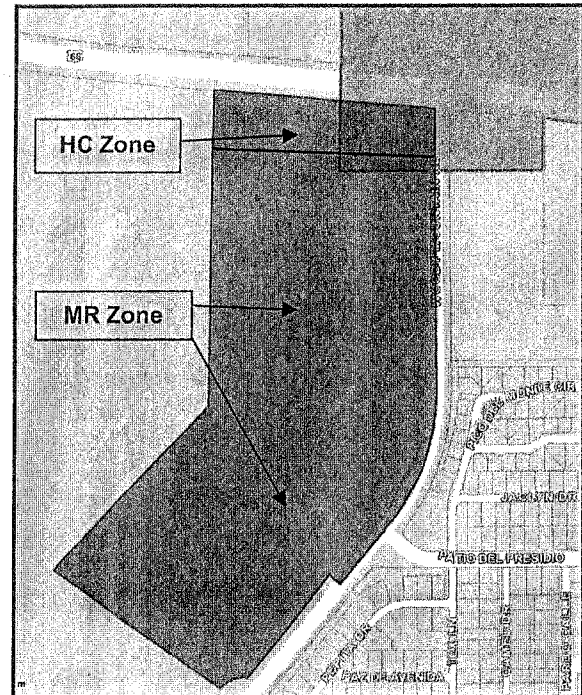
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## PROPOSED ZONING MAP AMENDMENT

From RR, Rural Residential Zone to MR Medium Density Residential Zone and HC Highway Commercial Zone



**ADDRESS:** 2701 Woody Mountain Road  
**APN:** 112-01-019  
**ACRES:** Approximately 36.93 acres  
City of Flagstaff, Coconino County



## For further information, please contact:

Tiffany Antol  
Planning Development Manager  
Planning & Development Services Div.  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

928-213-2608  
Email: tantol@flagstaffaz.gov



Mail: September 5, 2014



CITIZENS PARTICIPATION PLAN REPORT  
for  
REZONING AND ANNEXATION

A REQUEST FROM ASPEN HEIGHTS FOR A 33.33 ACRE 224 UNIT COTTAGE STUDENT  
HOUSING COMPLEX AND 3.60 ACRES OF HIGHWAY COMMERCIAL REZONING AND  
3.14 ACRE ANNEXATION, LOCATED ON ASSESSOR PARCEL 112-01-019, 2701 S.  
WOODY MOUNTAIN ROAD

Aspen Heights has submitted to City of Flagstaff a request to rezone 37 acres to MR, Medium Density Residential and HC, Highway Commercial zones. The parcel is currently zoned RR, Rural Residential, 5 acre minimum lot size. The parcel has a Regional Land Use and Transportation Plan, (RLUTP), designation of Mixed Use. The parcel would be rezoned to MR, 33.33 acres,, Medium Density Residential zone and 3.60 acres of HC. 3.14 acres currently in the County will be annexed in to the City.

PHONE CALL LOG

3/20/14 Barry McEldoney, 226-1646 called asking about project. He lives in Equestrian Center. Explained the project, he was just curious, no concerns were voiced.

3/20/14 Anthony Williams called, saw sign. Where is project, what etc. explained along WMR and 66, mainly curious, no concerns. He lives in Equestrian Center.

MEETING REPORT

Charlie Vatterott of Aspen Heights and Kent Hotsenpiller presented the project. Seven attendees were present at the Citizen's Participation Meeting on Thursday, March 27, 2014, 5:30 pm, at Mogollon Engineering and Surveying office, 411 W. Santa Fe Ave., Flagstaff, AZ, 86001. A description of the project was presented with Site Plans, architectural drawings and Aspen Heights information. We explained the type and number of units and the focus of Aspen Heights and student housing. The rezoning, annexation and site planning process was outlined so attendees will know when Public Hearing is scheduled for Planning and Zoning commission and City Council. A question and answer session followed.

J.P. Pakula had questions for Aspen Heights and closing date as he has some financial interest in the property if they do not.

Jarez Bohin was from the Lumberjack newspaper and was there to report.

Brian Wilson is the president of the Equestrian Estates Property Owners Association and was there for information. He raised a question about student parties in the forest around their subdivision. It was explained that is an enforcement issue, Aspen Heights has no control once the students leave the premise.

Christian Luginbuhl had many questions about site lighting and whether residential would generate more light than commercial development. Discussions followed on the dark skies ordinance.

No attendees expressed opposition to the rezoning and annexation requests. After discussion the meeting ended at 6:50

CITIZENS PARTICIPATION PLAN  
for  
REZONING AND ANNEXATION

A REQUEST FROM ASPEN HEIGHTS FOR A 33.33 ACRE 224 UNIT COTTAGE STUDENT  
HOUSING COMPLEX AND 3.60 ACRES OF HIGHWAY COMMERCIAL REZONING AND  
3.14 ACRE ANNEXATION, LOCATED ON ASSESSOR PARCEL 112-01-019, 2701 S.  
WOODY MOUNTAIN ROAD

Aspen Heights has submitted to City of Flagstaff a request to rezone 37 acres to MR, Medium Density Residential and HC, Highway Commercial zones. The parcel is currently zoned RR, Rural Residential, 5 acre minimum lot size. The parcel has a Regional Land Use and Transportation Plan, (RLUTP), designation of Mixed Use. The parcel would be rezoned to MR, 33.33 acres,, Medium Density Residential zone and 3.60 acres of HC. 3.14 acres currently in the County will be annexed in to the City. A Citizen's Participation Meeting is required for the Rezoning and Annexation. All property owners within 600 feet of the site will be notified and invited to a neighborhood meeting.

The meeting will be held on Thursday, March 27, 2014, 5:30 pm, at Mogollon Engineering and Surveying office, 411 W. Santa Fe Ave., Flagstaff, AZ, 86001. A description of the project will be presented. The process will be outlined so attendees will know when Public Hearing is scheduled for Planning and Zoning commission and City council. A question and answer session will follow. This will allow any neighborhood concerns to be identified and addressed prior to submission to the Planning and Zoning Commission. Concerns raised will be reported to the Community Development Department in a Citizen's Participation Plan report to be submitted with the Rezoning and Annexation applications.

Questions about this meeting should be directed to Kent Hotsenpiller, Mogollon Engineering and Surveying, 411 W. Santa Fe, Flagstaff. 928-214-0214 phone and email mogollon99@aol.com.

## Tiffany Antol

---

**From:** Christian Luginbuhl [starlightcbl@msn.com]  
**Sent:** Thursday, September 04, 2014 5:33 PM  
**To:** Tiffany Antol  
**Cc:** Chris Luginbuhl work; Paul Shankland; hch@nofs.navy.mil; Fred Vrba  
**Subject:** Aspen Crossing lighting discussion

Hello Tiffany.

I have reviewed the potential lighting impacts from the property APN 112-01-019, located at the SW corner of West Rte 66 and Woody Mtn Rd, as we discussed last week, and come to the conclusions described below. I am pleased to discuss the topic with you after you have reviewed this material, and discuss the way forward.

As a preamble, you will note that following the current Lighting Zone 1 light pollution management approach (that used when establishing the Lighting Zone 1 standards in 1989), i.e. that properties zoned (in 1989) for commercial/industrial/multi-family residential uses would use the full code allowance of 25,000 lm/ac, while other properties zoned for residential uses in Lighting Zone 1 (including RR and G) would be so developed, or if rezoned would use no more lighting than if developed under current zoning, leads to a very low lighting amount. Though this "approach" is not described in detail in any Flagstaff or Coconino County planning documents, this is the approach underlying the determination of the code standards in Flagstaff and Coconino County lighting codes in 1989, as discussed at length in 1988 and 1989 with the developers of the former Yellow Freight property (now Waste Management), county and city planners, and county and city planning commissions/council/Board of Supervisors. It has continued to underlie all US Naval Observatory interactions regarding rezoning requests in Lighting Zone 1 since 1989, and been stated at many occasions during the development of both the Regional Plan 2001 and 2030 versions. The current and former Regional Plan statements regarding assessing dark sky impacts of rezoning are getting at the same issue, or the words have no meaning.

The standards were set such that, at build-out in Lighting Zone 1, the U.S. Naval Observatory would expect a 30% increase in sky brightness. This is equivalent to a nearly 70% loss of telescope efficiency for observations of the faintest sources in the visible part of the light spectrum affected by outdoor lighting. We feel this is more than compromise enough. And the zoning in place as of 1989 included in excess of 160 ac of commercial/industrial property.

### ANALYSIS

Subject property:

Total acreage: 36.94 acres  
Flagstaff/RR zoning: 33.8 acres  
Coconino County/G zoning: 3.14 acres

Expected lighting under current zoning:

-----  
Flagstaff/RR zoning: 33 single-family residences at 604 lm per house = 19,932 lm

Coconino County/G zoning: one single-family residence at 604 lm per house = 604 lm

Total lumen output: 20,536 lm

Note: The current Lighting Code allows 10,000 lm/house (10 klm/house), so total of 330 klm, but this was never expected to be the amount needed or used, but rather a high cap to avoid interference/regulation of the majority of residential development yet provide recourse for exceptional overuse. Also, it is recognized that houses, unlike multi-family or commercial or industrial developments, have more lighting installed than is typically used all night. A survey of about 100 homes in the Flagstaff area shows an average use of 604 lm per house (that is, an estimate of the actual average amount of light left on all night at homes).

Allowed / expected lighting under proposed rezoning:

-----  
 $36.94 \times 25,000 \text{ lm per acre} = 923,500 \text{ lm}$

=====

As you can see, this represents a dramatic increase in impacts -  $923,500/20,536$  or almost 45x increase. This development alone, let alone the potential rezoning of substantial other areas nearby (approximately 200 ac), will dramatically degrade the US Naval Observatory dark sky conditions. It is critical that this be recognized, and specific policy be established to address the original balance and purpose of the lighting codes and local planning documents. I do not think it is over-dramatic to state that the future of the Naval Observatory dark sky conditions hinges on decisions made for this project.

US Naval Observatory Flagstaff Station suggestion concerning rezoning conditions:

Based on this analysis, to maintain effective management of the US Naval Observatory's dark sky resource, we request that a condition of rezoning be applied to limit the lighting use on the property after rezoning to that expected under the current zoning, or a total of 20,536 lm.

We note that per Section 10-50.70.050.C.2 of the Flagstaff Zoning Code, lighting installed under canopy or roof overhangs and 5 feet or more from the nearest canopy or roof edge count toward this cap at 10%-25% of the lamp rated output, so the actual lighting installed on the site could be 4-10x larger than 20,536 if the architectural details can accommodate canopies or overhangs of this size.

Best regards,

Chris

Christian B Luginbuhl  
US Naval Observatory Flagstaff Station

PS - I am sending this from my private email account as I am out of town through Friday.



To Whom it may concern:

I am writing in regards to the rezoning of the section of land along Woody Mountain Road and Route 66. I am in favor of the rezoning. I just want to make sure that the planning takes into account the use of Woody Mountain Road by the large number of WL Gore employees who commute to the cluster of buildings along Kiltie Lane. The left hand turn off of Route 66 on to Woody Mountain Road can be tricky, especially for those of us who commute by bike. Please take our use of the road into consideration as the plans for the development are made. It has been a fairly quiet and safe road to bicycle along and it needs to remain safe for riders.

Sincerely,  
Mark Spinti



LEE  
AND ASSOCIATES

1001 W. WILSON AVE.  
SUITE 100  
TAMPA, FL 33607

(813) 281-1111  
www.leeandassociates.com

Revision Block		Comments	
No.	Date		

DATE: 6-11-2013	PROJ. NO: 1256	FILE NAME: 1256 BASE 1

FLAGSTAFF STUDENT  
FLAGSTAFF, ARIZONA  
CONCEPTUAL SITE PLAN



CALCULATIONS

TOTAL UNITS	294 UNITS
TOTAL BEDS	214 BEDS
GROSS SITE AREA	4.523 ACRES
DENSITY	6.50 U/A
NET SITE AREA	1.512 ACRES
EXCLUDED AREA (STORMWATER MGMT. BASIN)	3.011 ACRES
DENSITY	19.46 U/A
DENSITY (BEDS)	13.77 BEDS/A
PARKING REQUIRED	710 SPACES
1.5 PER BED, PLUS 16	
PARKING PROVIDED	750 SPACES



SCALE 1" = 100'-0"



CONCEPT PLAN  
RESOURCE PROTECTION PLAN  
FOR  
FOR ASPEN HEIGHTS  
STUDENT HOUSING

LOCATED IN SECTION 19,  
TOWNSHIP 21 NORTH, RANGE 7 EAST, G&S.R.M.  
FLAGSTAFF, COCONINO COUNTY, ARIZONA

PROJECT INFORMATION

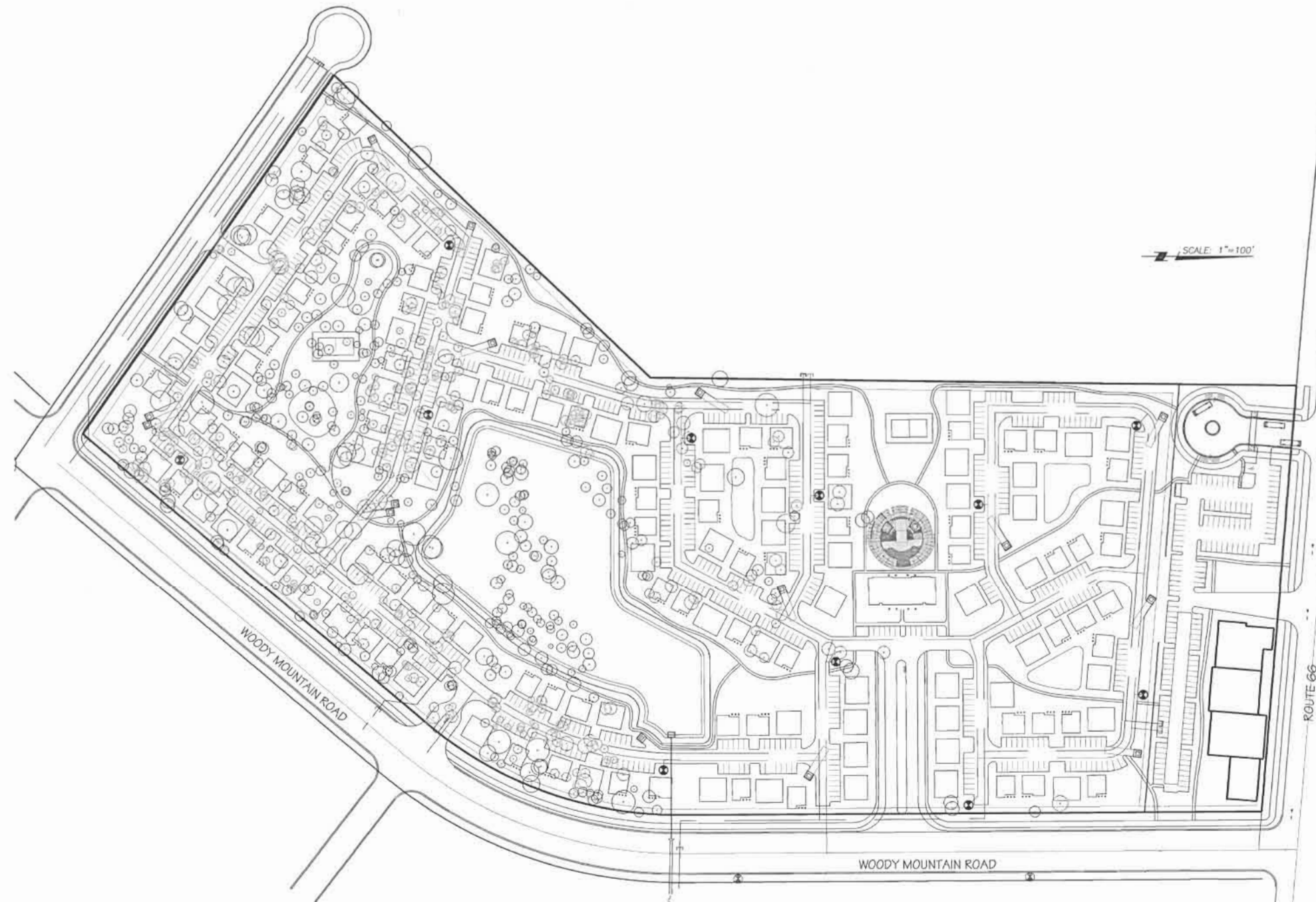
PROJECT NAME: ASPEN HEIGHTS  
STUDENT HOUSING  
PROJECT LOCATION: 2701 S. WOODY MOUNTAIN RD  
FLAGSTAFF, AZ 86001  
LATITUDE: 35° 11' 11" N  
LONGITUDE: 111° 41' 28" W  
AFN NUMBER: 112-01-019  
RLU.T.P. DESIGNATION: MIXED USE  
CURRENT ZONING DISTRICT: RR  
PROPOSED ZONING DISTRICT: MK & HC  
CURRENT USE: VACANT  
PROPOSED USE: STUDENT HOUSING  
OWNER/DEVELOPER: ASPEN HEIGHTS  
1301 S. CAPITAL OF TEXAS HWY, SUITE B-201  
AUSTIN, TX 78746



Tree Survey was performed in March  
of 2014. Information shown hereon is  
true and correct to the best of my  
knowledge.

SHEET NO. 1 OF 1

COF PROJECT # N/A



RESOURCE PROTECTION

EXISTING TREES  
1-POINT = 82 = 82 points  
2-POINT = 396 = 792 points  
4-POINT = 126 = 744 points  
8-POINT = 90 = 720 points  
20-POINT = 23 = 550 points  
2216 points existing  
152% = 1458 points  
5% reduction for Civic Space  
46% resource protection factor = 1312 points

SAVED TREES  
1-POINT = 28 = 28 points  
2-POINT = 193 = 386 points  
4-POINT = 89 = 340 points  
8-POINT = 48 = 384 points  
20-POINT = 19 = 360 points  
1498 points existing  
51.37% RESOURCE PROTECTION FACTOR

NO SLUPE OR RURAL FLOODPLAIN RESOURCES EXISTING  
ON-SITE

TREE SAVED (typ.)

TREE REMOVED (typ.)

Mogollon  
ENGINEERING & SURVEYING

411 N. Santa Fe Avenue, Flagstaff, AZ 86001  
P.O. Box 1852, Flagstaff, AZ 86002  
Phone: 928-214-1024 • Fax: 928-493-0055

Mogollon  
ENGINEERING & SURVEYING

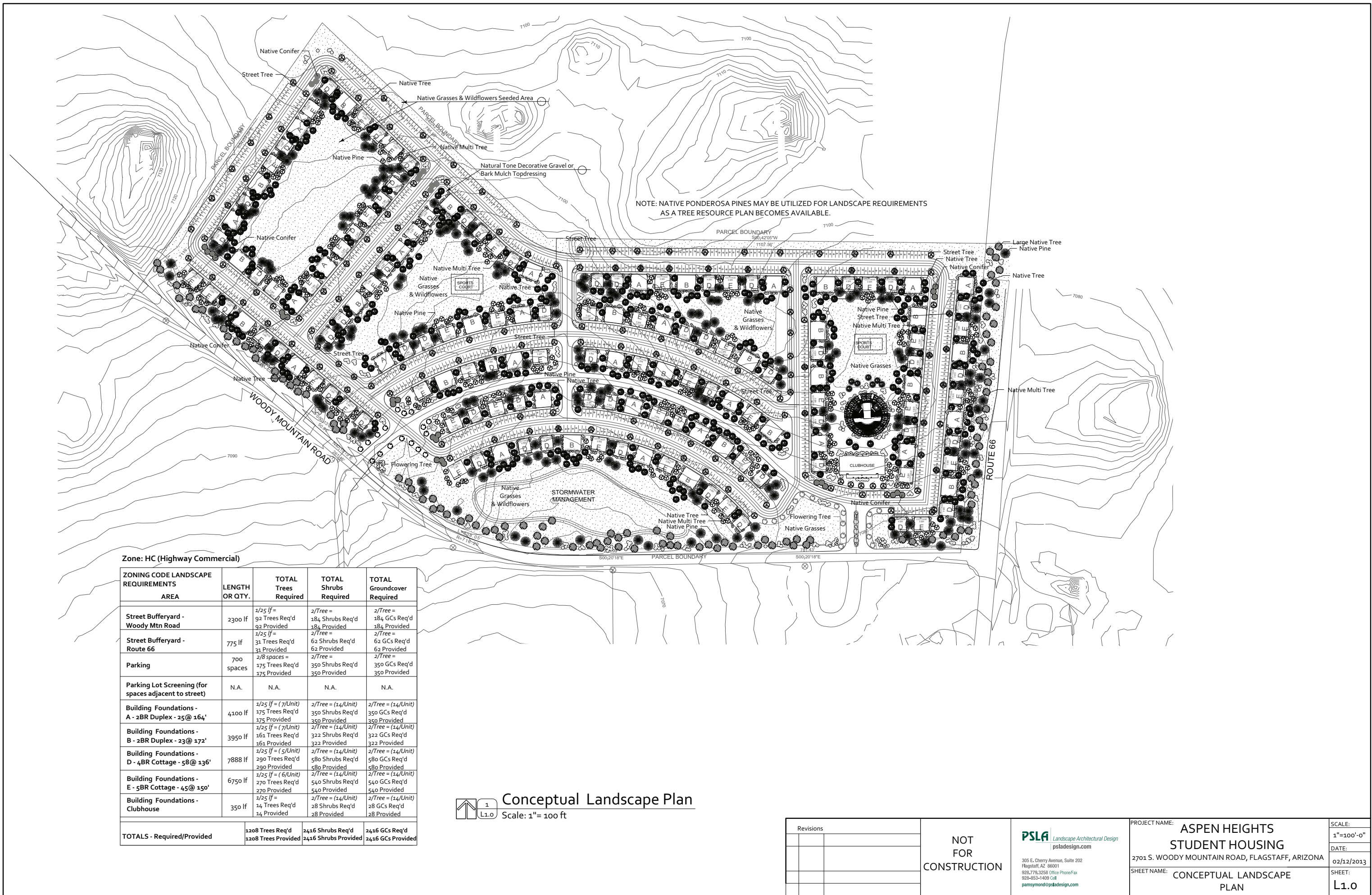
Mogollon  
ENGINEERING & SURVEYING

DATE: 3/10/14  
DESIGNED BY: PROJECT NO. 12442  
DRAWN BY: PN: Tree-res.Dwg.  
CHECKED BY: VERT. SCALE: N/A  
HOR. SCALE: 1"=100'

ASPEN HEIGHTS  
STUDENT HOUSING  
RESOURCE PROTECTION PLAN

3/10/14  
MES#12992





Zone: HC (Highway Commercial)

ZONING CODE LANDSCAPE REQUIREMENTS	LENGTH OR QTY.	TOTAL Trees Required	TOTAL Shrubs Required	TOTAL Groundcover Required
Street Bufferyard - Woody Mtn Road	2300 lf	1/25 lf = 92 Trees Req'd 92 Provided	2/Tree = 184 Shrubs Req'd 184 Provided	2/Tree = 184 GCs Req'd 184 Provided
Street Bufferyard - Route 66	775 lf	1/25 lf = 31 Trees Req'd 31 Provided	2/Tree = 62 Shrubs Req'd 62 Provided	2/Tree = 62 GCs Req'd 62 Provided
Parking	700 spaces	2/8 spaces = 175 Trees Req'd 175 Provided	2/Tree = 350 Shrubs Req'd 350 Provided	2/Tree = 350 GCs Req'd 350 Provided
Parking Lot Screening (for spaces adjacent to street)	N.A.	N.A.	N.A.	N.A.
Building Foundations - A - 2BR Duplex - 25@ 164'	4100 lf	1/25 lf = (7/Unit) 175 Trees Req'd 175 Provided	2/Tree = (14/Unit) 350 Shrubs Req'd 350 Provided	2/Tree = (14/Unit) 350 GCs Req'd 350 Provided
Building Foundations - B - 2BR Duplex - 23@ 172'	3950 lf	1/25 lf = (7/Unit) 161 Trees Req'd 161 Provided	2/Tree = (14/Unit) 322 Shrubs Req'd 322 Provided	2/Tree = (14/Unit) 322 GCs Req'd 322 Provided
Building Foundations - D - 4BR Cottage - 58@ 136'	7888 lf	1/25 lf = (5/Unit) 290 Trees Req'd 290 Provided	2/Tree = (14/Unit) 580 Shrubs Req'd 580 Provided	2/Tree = (14/Unit) 580 GCs Req'd 580 Provided
Building Foundations - E - 5BR Cottage - 45@ 150'	6750 lf	1/25 lf = (6/Unit) 270 Trees Req'd 270 Provided	2/Tree = (14/Unit) 540 Shrubs Req'd 540 Provided	2/Tree = (14/Unit) 540 GCs Req'd 540 Provided
Building Foundations - Clubhouse	350 lf	1/25 lf = 14 Trees Req'd 14 Provided	2/Tree = (14/Unit) 28 Shrubs Req'd 28 Provided	2/Tree = (14/Unit) 28 GCs Req'd 28 Provided
TOTALS - Required/Provided		1208 Trees Req'd 1208 Trees Provided	2416 Shrubs Req'd 2416 Shrubs Provided	2416 GCs Req'd 2416 GCs Provided



Conceptual Landscape Plan

Scale: 1"= 100 ft

Revisions		

NOT FOR CONSTRUCTION

**PSLA**  
Landscape Architectural Design  
psladesign.com

305 E. Cherry Avenue, Suite 202  
Flagstaff, AZ 86001  
928.778.3258 Office Phone/Fax  
928-853-1409 Cell  
pamysmond@psladesign.com

PROJECT NAME:	ASPEN HEIGHTS STUDENT HOUSING	SCALE:	1"=100'-0"
	2701 S. WOODY MOUNTAIN ROAD, FLAGSTAFF, ARIZONA	DATE:	02/12/2013
SHEET NAME:	CONCEPTUAL LANDSCAPE PLAN	SHEET:	L1.0



## ORDINANCE NO. 2014-31

**AN ORDINANCE AMENDING THE FLAGSTAFF ZONING MAP DESIGNATION OF APPROXIMATELY 36.94 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF ROUTE 66 AND WOODY MOUNTAIN ROAD, FROM RURAL RESIDENTIAL ("RR") TO HIGHWAY COMMERCIAL ("HC") FOR 3.6 ACRES, AND TO MEDIUM DENSITY RESIDENTIAL ("MR") FOR 33.33 ACRES.**

### RECITALS:

WHEREAS, the Applicant, York Breckenridge GP, LLC for Aspen Heights Mixed-Use Development has applied for a Zoning Map amendment of approximately 36.94 acres of real property located within the City of Flagstaff, a legal description of which is designated as **Exhibits "A" and "B,"** attached hereto and incorporated by this reference, from "RR" Rural Residential to "HC," Highway Commercial, for 3.6 acres and "MR," Medium-Density Residential, for 33.33 acres, for purposes of developing a mixed-use student-housing project with cottage-style living and commercial development; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Zoning Map amendment application, following proper notice and hearings, on September 24, 2014, and with the result that the Planning and Zoning Commission has recommended approval of the requested Zoning Map amendment application, subject to the following conditions:

1. The subject property shall be developed in substantial conformance to the Concept Plan submitted by the Applicant, consistent with the uses including the density and intensity and general layout approved by the Inter-Division Staff (IDS) on August 25, 2014 and as presented to the Planning and Zoning Commission with this amendment request except as modified herein.
2. Development of the MR zone shall be limited to the number of units (224) and beds (714) identified in the Zone Change Plan and used for the preparation of all impact analysis.
3. Development of the HC zone shall include 20,000 square feet of general service/retail/office or mixed-use development.
4. Per the acceptance of the Traffic Impact Analysis prepared for this project, both vehicular and non-vehicular access shall be provided between the proposed student-housing project and the proposed commercial development as well as pedestrian/bicycle connections to the future development of the vacant land to the west.
5. The Applicant shall enter into a Development Agreement with the City to, address at a

minimum the proportional-share contribution of the signalized intersection of Route 66 and Woody Mountain Road, off-site sewer improvement requirements, on-site water/sewer modifications, roadway/edge improvements and a management-operation plan.

6. At the time of site plan submittal, the Applicant shall provide a minimum of fifteen percent (15%) of the lot area as open space and a minimum of five percent (5%) of the lot area as civic space.
7. Outdoor lighting shall be extinguished at the close of business except for security lighting no further than 50 feet from the entrance to any building.
8. If the residential development is operated as a rooming and boarding facility, a conditional-use permit shall be reviewed and approved by the Planning and Zoning Commission.
9. Site plan review and approval by staff for the residential and commercial developments is required to assure that all conditions, requirements and terms that are included in the Zoning Map Amendment Ordinance and Development Agreement are accomplished.
10. The Applicant will work with the dark skies community to minimize the impact on the observatories and to come up with conditions for the Development Agreement to achieve those results.

WHEREAS, the City Council has read and considered the staff reports prepared by Current Planning Division staff and has considered the narrative prepared by the Applicant, and any and all statements made by the Applicant and its representatives or agents at City Council meetings; and

WHEREAS, staff recommends approval of the Zoning Map amendment application, subject to the conditions proposed above, and the Council has considered the conditions and has found them to be appropriate for the site; and

WHEREAS, the Council finds that the proposed Zoning Map amendment with the above conditions will not be detrimental to the uses of adjoining parcels or to other uses within the vicinity;

**ENACTMENTS:**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The zoning map designation for 33.33 acres of the subject property is amended to "MR" Multi-Family Residential" and the zoning map designation for 3.6 acres of the subject property is amended to "HC" Highway Commercial.

SECTION 3. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions and intents of this Ordinance.

SECTION . This Ordinance shall be effective thirty (30) days after the effective date of Ordinance No. 2014-30.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; The Point of Beginning;

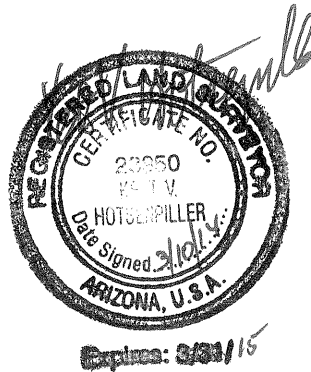
Thence South  $85^{\circ}15'51''$  East along said north boundary a distance of 782.96 feet to the northeast corner of Instrument 3546194 which is a point on the centerline of Woody Mountain Road;

Thence South  $00^{\circ}18'32''$  East along said centerline a distance of 200.55 feet;

Thence North  $85^{\circ}16'49''$  West a distance of 786.49 feet to a point on the west line of said parcel;

Thence North  $00^{\circ}42'05''$  East along said west line a distance of 200.49 feet to the True Point of Beginning;

Said Parcel contains 156,857 sq. ft. or 3.60 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



HC zone

City File Number \_\_\_\_\_

Descriptive Title \_\_\_\_\_

**Mogollon** Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

SCALE: 1"=100'

Found 1/2" Rebar w/  
Plastic Cap Illegible  
Melted

NW

corner

Ins. 3546194

200.49'

S00°42'05"W

U.S. HIGHWAY 66

N85°15'51"W

782.96'

South R.O.W. Hwy 66

HC

156,857 sq.ft.  
3.60 acres

N85°16'49"W

786.49'

INSTRUMENT 3546194

Found 1/2" Rebar  
Bent

NE

corner

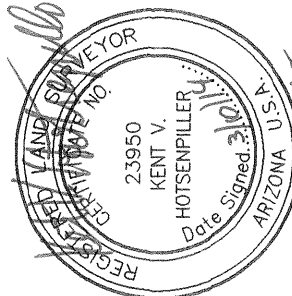
Ins. 3546194

Future

Right-of-Way

N00°18'32"W  
200.55'

WOODY MOUNTAIN  
ROAD



Survey was performed in March of 2014.  
Information shown hereon is true and  
correct to the best of my knowledge.

Expires on 3/31/15

HORIZONTAL SCALE: 1"=100'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

DATE: 3/10/14

**Mogollon**  
ENGINEERING &  
SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001  
P.O. Box 1952, Flagstaff, Az. 86002  
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B  
HC REZONING  
MAP



## EXHIBIT A

The following is a description of a parcel of land, being portions of that parcel described in Instrument 3546194, Coconino County Records, situate in section 19, Township 21 North, Range 7 East, G.& S.R.M., Flagstaff, Coconino County, Arizona being more particularly described as follows:

Commence at the northwest corner of said parcel, which is a point on the north boundary of the "Presidio West Tract" as described in Instrument 3229602 and is a point on the south Right-of-Way line of U.S. Highway 66; thence South  $00^{\circ}43'13''$  West along the west boundary of Ins. 3546194 a distance of 200.49 feet to the Point of Beginning;

Thence continue South  $00^{\circ}43'13''$  West along said west boundary a distance of 906.95 feet;

Thence South  $43^{\circ}44'41''$  West along said west boundary a distance of 785.39 feet to the southwesterly corner of Ins. 3546194;

Thence South  $54^{\circ}53'44''$  East along the south line of Ins. 3546194 a distance of 708.86 feet to a point on the existing Right-of-Way line of Woody Mountain Road and which is the beginning of a non-tangent curve to the right, having a radius of 93.00 feet, and to which a radial line bears North  $55^{\circ}10'12''$  West;

Thence northerly along said curve a distance of 103.66 feet through a central angle of  $63^{\circ}51'49''$  to a point which is the beginning of a non-tangent curve to the left, having a radius of 5,679.58 feet, and to which a radial line bears South  $49^{\circ}08'23''$  East;

Thence northeasterly along said curve a distance of 108.49 feet through a central angle of  $01^{\circ}05'40''$ ;

Thence North  $39^{\circ}45'57''$  East a distance of 350.56 feet;

Thence South  $50^{\circ}14'03''$  East a distance of 50.00 feet to a point which is on the centerline of Woody Mountain Road;

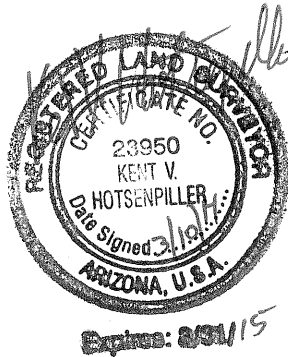
Thence North  $40^{\circ}18'44''$  East along said centerline a distance of 261.50 feet to a point which is the beginning of a curve to the left having a radius of 716.18 feet;

Thence northeasterly and northerly along said centerline along said curve a distance of 507.99 feet through a central angle of  $40^{\circ}38'26''$ ;

Thence North  $00^{\circ}18'32''$  West along said centerline a distance of 791.72 feet;

Thence North  $85^{\circ}16'49''$  West a distance of 786.49 feet to the True Point of Beginning;

Said Parcel contains 1,451,992 sq. ft. or 33.33 acres of land more or less as shown on the attached Exhibit B which by this reference is made a part hereof.



MR zone

City File Number \_\_\_\_\_

Descriptive Title \_\_\_\_\_

**Mogollon** Engineering and Surveying, Inc.

411 W. Santa Fe Ave. Flagstaff, AZ 86001- P.O.-Box 1952 Flagstaff, AZ 86002-mogollon99@aol.com- 928-214-0214

# MR RZONING MAP

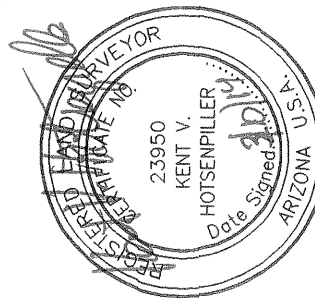
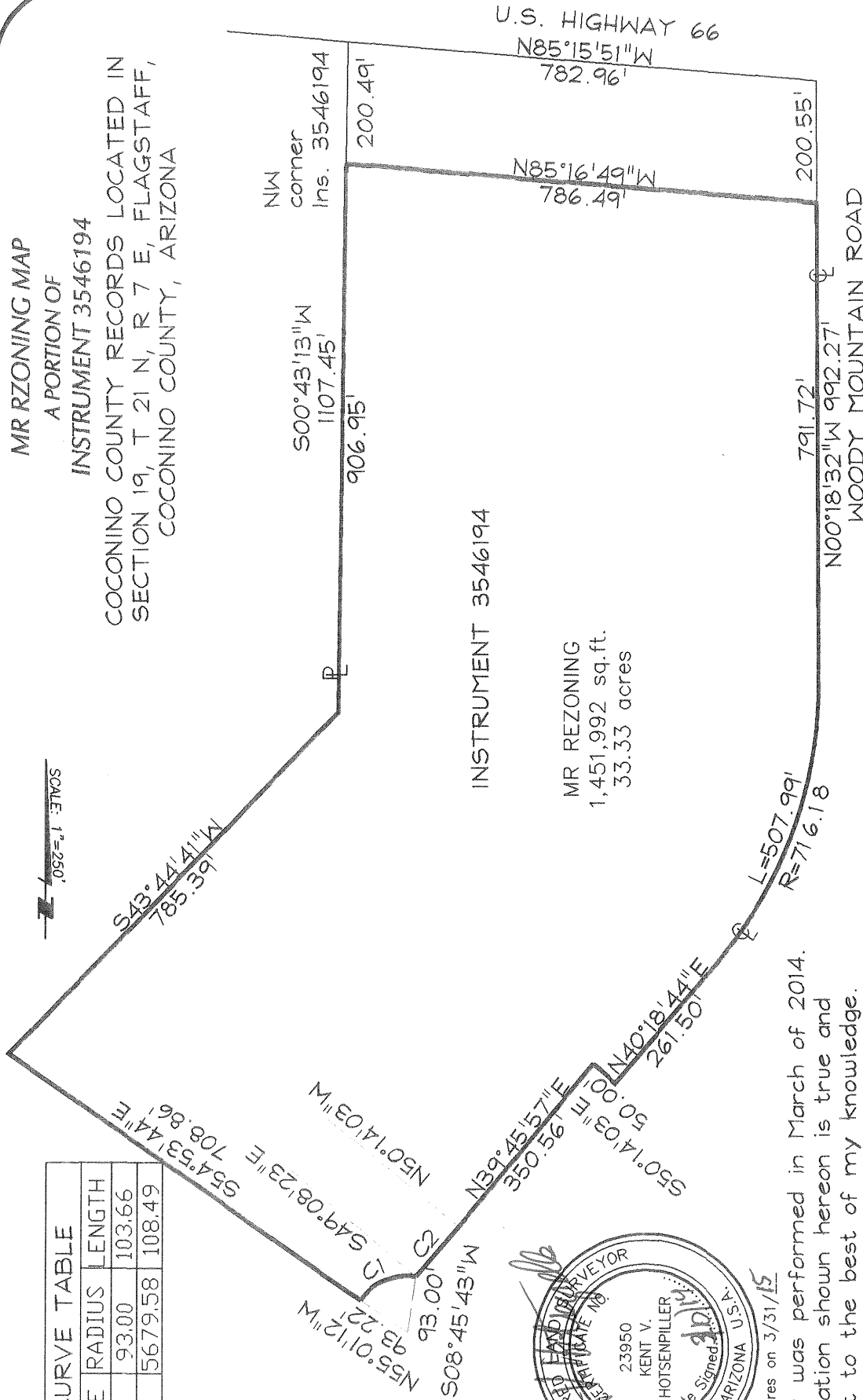
A PORTION OF

INSTRUMENT 3546194

COCONINO COUNTY RECORDS LOCATED IN  
SECTION 19, T 21 N, R 7 E, FLAGSTAFF,  
COCONINO COUNTY, ARIZONA

SCALE: 1"=250'

CURVE TABLE		
CURVE	RADIUS	LENGTH
C1	93.00	103.66
C2	5679.58	108.49



Expires on 3/31/15  
Survey was performed in March of 2014.  
Information shown hereon is true and  
correct to the best of my knowledge.

HORIZONTAL SCALE: 1"=250'

VERTICAL SCALE:

DESIGNED/DRAWN BY: kvh

PROJECT NO. 12992

DATE: 3/10/14

**Mogollon**  
ENGINEERING & SURVEYING

411 W. Santa Fe Avenue, Flagstaff, Az. 86001  
P.O. Box 1452, Flagstaff, Az. 86002  
Phone: 928-214-0214 • Fax: 928-913-0015

EXHIBIT B  
MR REZONING  
MAP

When recorded, mail to:

City Clerk  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

---

**ASPEN HEIGHTS MIXED-USE DEVELOPMENT**

**ANNEXATION AND**

**DEVELOPMENT AGREEMENT**

**BY**

**AND BETWEEN**

**CITY OF FLAGSTAFF**

**AND**

**YORK BRECKENRIDGE GP, LLC**

---

## ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made as of this 4th day of November, 2014, between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona (“City”) and York Breckenridge GP, LLC, a Texas limited liability company authorized to do business in the State of Arizona (“Developer”). City and Developer may be referred to in this Agreement as “Party” in the singular, and collectively as the “Parties.”

### RECITALS

A. The Developer has entered into a purchase and sale agreement to acquire approximately 36.94 acres of real property situated within Coconino County, Arizona, currently located partially within the incorporated boundaries of the City of Flagstaff, and partially outside the incorporated boundaries of the City, as depicted and legally described in **Exhibit A**, (“Property”), attached to and incorporated into this Agreement.

B. The zoning of the approximately 33.26 acre portion of the Property within the City’s boundaries is RR, Rural Residential Zone; and, for the approximately 3.14 acre portion outside the City’s boundaries, the zoning is General (G) Zone (“Annexation Parcel”). Upon annexation, the Annexation Parcel will be designated RR, Rural Residential Zone, the zoning classification most compatible with the current County zoning for this parcel.

C. The Developer desires to rezone an approximately 33.33 acre portion of the Property within the City’s boundaries to MR, Medium Density Residential Zone, and an approximately .53 acre portion of the Property within the City’s boundaries to HC, Highway Commercial Zone. The Developer also desires to rezone the Annexation Parcel from RR, Rural Residential, to HC, Highway Commercial Zone, as further set forth in this Agreement.

D. The City and the Developer are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes (“A.R.S”) § 9-471 (pertaining to annexation) and A.R.S. § 9-500.05 (pertaining to development agreements) in order to facilitate the annexation, proper municipal zoning designation, and development of the Property by providing for, among other things: (1) conditions, terms, restrictions, and requirements for annexation of the Annexation Parcel into the City; (2) the type of land uses and the location, density and intensity of such uses; and (3) other matters related to development of the Property as depicted in the Aspen Heights Concept Plan.

E. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and believes that annexation of the Annexation Parcel and development of the Property pursuant to this Agreement will result in planning, safety and other benefits to the City and its residents.

F. The Developer acknowledges that annexation of the Annexation Parcel pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances



to the Developer that it will have the ability to develop the Property within the City pursuant to this Agreement under the zoning described in Recital C, above, and in accordance with the Aspen Heights Concept Plan.

G. The Developer has previously submitted to the City an Annexation Application for the Annexation Parcel (“Annexation”), and the City has filed a blank annexation petition (“Annexation Petition”) with the Coconino County Recorder for the Annexation Parcel. The City has held public hearings and meetings in connection with the Annexation pursuant to A.R.S. § 9-471(A); the City has received the completed Annexation Petition bearing the signatures of those property owners desiring annexation of their properties; and the City has conducted a first reading of Ordinance No. 2014-30 (“Annexation Ordinance”).

H. Developer has also previously submitted to the City an application for a rezoning of the Property to the zoning designations set forth in Recital C, above (“Zoning Amendment”), and, concurrent with the Annexation Ordinance, the City is processing that application as an ordinance amending the City of Flagstaff’s Zoning Map, Ordinance No. 2014-31 (“Zoning Ordinance”). The City has held a public hearing and received public comment on the Developer’s rezoning application, and has conducted a first reading of the Zoning Ordinance.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

1. Incorporation of Documents and Recitals. All documents and exhibits referred to in this Agreement and the Recitals stated above are hereby incorporated by reference into this Agreement.
2. General Plan Conformance. The Parties expressly acknowledge and agree that the annexation and development contemplated pursuant to this Agreement is consistent with those portions of the 2001 Flagstaff Area Regional Land Use and Transportation Plan (“Regional Plan”) in effect on the date Developer’s application was filed, and that there are no features of the development as described in the Concept Plan defined in Section 6 herein, including, without limitation, the intensity of development and range of land uses proposed herein, that cannot be accommodated within the scope of the Regional Plan.
3. Effective Date and Term.
  - 3.1 This Agreement shall not become effective, and neither party shall have any obligation under this Agreement, unless each of the following occurs:
    - 3.1.1 This Agreement is executed by both parties;
    - 3.1.2 The City adopts the Annexation Ordinance following a second reading;

- 3.1.3 The City adopts the Zoning Ordinance following a second reading;
- 3.1.4 This Agreement is recorded in accordance with Section 15.9, as required by A.R.S. § 9-500.05(D);
- 3.1.5 The Annexation Ordinance has become final following expiration of the thirty-day time period in which it may be challenged pursuant to A.R.S. § 9-471(C) or referred to the qualified electors of the City, or if such statutory challenge is properly made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of the City or after the election upholding the Annexation Ordinance;
- 3.1.6 The Zoning Ordinance has become final following expiration of the time period in which it may be challenged or referred to the qualified electors of the City, or if such statutory challenge is properly made or such a referendum is certified for the ballot, then after resolution of such challenge in favor of the City or after the election upholding the Zoning Ordinance.
- 3.2 In the event the finality of the Annexation Ordinance under A.R.S. § 9-471(D) or the Zoning Ordinance is delayed by judicial challenge, a referendum, or an injunction following their respective second readings and approvals by the City Council, the Developer, at its option, may terminate this Agreement at any time during the ensuing sixty (60) days by serving written notice upon the City in accordance with this Agreement. Should the Developer elect to terminate this Agreement as provided herein, this Agreement shall be of no further force or effect, and neither party shall have any further obligations under this Agreement. In such event, the City agrees that it shall take all appropriate action necessary to rescind and repeal the Annexation Ordinance and the Zoning Ordinance. However, nothing in this Section 3.2 is intended to limit the absolute discretion of the City in reviewing, adopting, or declining to adopt the Annexation Ordinance and the Zoning Ordinance.
- 3.3 Any delay relative to the Effective Date of this Agreement by judicial challenge, referendum, or injunction filed by parties acting independently of and not under the control of the City shall not be deemed a default by the City.
- 3.4 This Agreement shall automatically terminate on the tenth (10<sup>th</sup>) anniversary of the Effective Date, unless this Agreement is rescinded or terminated earlier as provided for in this Agreement.
- 4. Annexation. The City's Planning and Zoning Commission and Council have previously held public meetings on the Annexation under A.R.S. § 9-471(A), and the City Council has received from the Developer and filed with the Coconino County Recorder the completed Annexation Petition duly executed by all necessary owners of the Annexation Parcel and has approved first readings of the Annexation Ordinance and the Zoning Ordinance. The City, concurrently with its approval of this Agreement, has duly considered and approved the second readings of the Annexation Ordinance and the Zoning Ordinance, pursuant to A.R.S. § 9-471(D). The City acknowledges and agrees that the Developer has executed and delivered this

Agreement and the Annexation Petition to the City contingent on the City's adoption of the Annexation Ordinance and the Zoning Ordinance. Nothing in this Section 4 is intended to limit the absolute discretion of the City in reviewing, adopting, or declining to adopt the Annexation Ordinance and the Zoning Ordinance.

5. Zoning Upon Annexation. The current Coconino County zoning for the Annexation Parcel is General (G) Zone. The City has previously held public meetings on the Zoning Amendment and has fully complied with all those requirements of the Arizona Revised Statutes and the Flagstaff Zoning Code necessary to adopt municipal zoning for the Annexation Parcel, upon annexation, as provided in the Annexation Ordinance and the Zoning Ordinance. The Parties acknowledge that A.R.S. § 9-471(L) requires that the City initially adopt zoning classifications which permit densities and land uses no greater than the previously existing county zoning for such lands, and the City has determined that the zoning designation under the Zoning Code most comparable to the General (G) Zone designation is RR, Rural Residential. After the Annexation Ordinance has become final under A.R.S. § 9-471(D), the Annexation Parcel shall be designated RR, Rural Residential and then to HC, Highway Commercial Zone, as further set forth in this Agreement.

6. Concept Plan. The Parties hereby acknowledge that the City accepted the Concept Plan for the Project on August 26, 2014, attached hereto as **Exhibit B** and incorporated herein by this reference (the "Concept Plan"). The Concept Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk and size of buildings and structures proposed by Developer and approved by the City for development within the Property. Notwithstanding anything contained in the foregoing, however, the City acknowledges that, while the Developer intends to develop the Project in general conformance with the Concept Plan, in order to make the Project economically viable and otherwise feasible, as the Project progresses through formal site plan review, Developer may request modifications to the Concept Plan and shall incorporate modifications as set forth in this Agreement. The City shall process all submittals made by Developer in conformance with Section 13.1, below, and nothing contained in this Agreement shall preclude the City from the exercise of its normal review process and requirements in connection with its approval of such submittals.

7. Development Standards. Development of the Property shall be governed by the City's codes, ordinances, regulations, rules, guidelines and policies controlling permitted uses of the Property, design review guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Property, as well as the standards for off-site and on-site public improvements in existence as of the Effective Date of this Agreement; provided, however, that Developer obtain grading permits for the Project within two (2) years following the Effective Date of this Agreement. If Developer fails to obtain any grading permits within this two (2) year period, then development of the Project shall be subject to the City's codes, ordinances, regulations, rules, guidelines and policies in effect at the time Developer applies for such construction permits. Further, if Developer fails to obtain a grading construction permit within this two (2) year period, the City, at its sole judgment and discretion, may require the Developer to submit a new Traffic Impact Analysis and a new Sewer Impact Analysis for the Project and to amend Sections 10.2 and 10.6 this Agreement to reflect new requirements arising from those analyses for public and other related improvements. Notwithstanding the above, the

Parties expressly acknowledge and agree that the City reserves the right to adopt future ordinances assessing or imposing development fees under the authority of A.R.S. § 9-463.05, which shall be applicable to development of the Property. Developer agrees and understands that upon the Effective Date of this Agreement all building permits and other fees normally applicable to construction within the City shall apply to the Project.

8. Guiding Principles. The Parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed. With respect to such, the parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law. However, denying a permit for the Developer's failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

9. Project Description. The Project as contemplated by this Agreement, and as illustrated in the Concept Plan, shall consist of: (i) two hundred twenty-four (224) cottage units with seven hundred fourteen (714) rooms on approximately 33.33 acres of the Property ("Residential Development"); and (ii) a commercial retail complex consisting of approximately twenty thousand (20,000) square feet of commercial/retail, general service and/or mixed-use development, as well as site improvements, including access, parking, circulation and landscaping, on 3.67 acres of the Property ("Commercial Development"). The Residential Development and Commercial Development collectively constitute the "Project." Pursuant to the relevant provisions of the Flagstaff Zoning Code, the Residential Development qualifies as a "Rooming and Boarding Facility" use. Pursuant to Division 10-40.30.030, Residential Zones, of the Flagstaff City Code, the Developer acknowledges that a conditional use permit is necessary, and must be obtained, for the establishment of a "Rooming and Boarding Facility" use within the proposed MR, Medium Density Residential Zone.

10. Construction of Public and Other Related Improvements. Prior to the issuance of a grading permit for the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its sole expense, construct or cause to be constructed all public and other related improvements as required by the City's codes, ordinances and this Agreement, and in accordance with approved specifications, as well as those public and related improvements required by the Arizona Department of Transportation ("ADOT") as a condition of approval. Following the construction of the described public improvements, dedication of same to the City, and acceptance by the City of the improvements, unless otherwise provided, the City shall assume, at its expense, the maintenance and repairs of all public improvements in accordance with City policies. Specifically, the scope and nature of the on-site and off-site improvements to be constructed in connection with the Project are as follows:

10.1. On-Site Water and Sewer Modifications. Developer agrees to provide a looped water and

sewer system for the Project consisting of eight (8) inch diameter water and sewer lines. Developer agrees to provide waterline “stub-outs” for future connectivity to those parcels adjoining the Property to the west. All required improvements must be completed and accepted by the City prior to the issuance of any certificates of occupancy for the Project. All on-site water and sewer infrastructure shall be designed and built in accordance with the City of Flagstaff Engineering Standards and Arizona Department of Environmental Quality requirements.

## 10.2 Off-Site Sewer Modifications and Reimbursement.

10.2.1 Developer is responsible for all off-site sewer improvements as outlined in the accepted Water and Sewer Impact Analysis, dated December 20, 2013 (“WSIA”). Developer agrees to “oversize” approximately five thousand five hundred (5,500) feet of existing sewer line, from manhole 2A-446 to manhole 2A-203, from ten (10) inch diameter to eighteen (18), twenty-one (21) and twenty-four (24) inch diameter pipe, as set forth in the WSIA.

10.2.2 The Parties acknowledge that, pursuant to Section 10.2.1, above, the Developer is required to install off-site improvements to the City’s sewer collector system in a size and/or capacity greater than that which is required to serve only the residents of the Project. Pursuant to the City’s Engineering Standards, the Developer agrees to “oversize” these off-site improvements in order to accommodate not only the needs of the Project, but also the projected required capacity for those properties within the Project’s drainage basin at “full build-out.” Pursuant to Flagstaff City Code Chapter 7-08, Extension and Reimbursement Agreements for the Construction of Water and Sewer Lines, the Developer may enter into a reimbursement agreement with the City for such oversizing from other benefited properties.

10.3 Presidio Drive South Extension. Developer shall construct an extension of the Presidio Drive South roadway from the intersection of Presidio Drive South and South Woody Mountain Road (“Presidio Drive South Extension”). The Presidio Drive South Extension shall be constructed in accordance with City design, engineering and construction standards and shall terminate in a cul-de-sac, as generally depicted on the Concept Plan.

10.4 Roadway Lighting. Roadway lighting on the Presidio Drive South Extension and that portion of South Woody Mountain Road abutting the Property shall be designed, constructed and placed in accordance with City street light standards. Roadway lighting on that portion of Route 66 abutting the Property shall be designed, constructed and placed in accordance with ADOT standards.

10.5 Flagstaff Urban Trail System. As a condition of developing the Property, and to facilitate the expansion of the Flagstaff Urban Trail System (“FUTS”), the Developer agrees to construct, at no cost to the City, a meandering ten (10) foot wide FUTS trail along that portion of the Property abutting Woody Mountain Road (“FUTS Trail”). The eastern edge of the FUTS trail shall be, at all points, at a five (5) feet offset from the back curb



line located along the western edge of Woody Mountain Road. The Parties acknowledge that the FUTS trail may encroach onto adjacent private property. Prior to the issuance of any certificates of occupancy for the Project, Developer shall, at no cost to the City, dedicate a non-motorized pedestrian easement for the FUTS Trail, including those portions, if any, on adjacent private property, to the City.

- 10.6 West Route 66 and Woody Mountain Road Intersection. In addition to those obligations set forth in Section 10, above, Developer agrees to contribute one hundred two thousand eight hundred five (\$102,805.00) dollars towards a future signalized intersection at West Route 66 and Woody Mountain Road (“Woody Mountain Road Intersection”). Such sum constitutes the Developer’s pro-rata “fair share” contribution towards mitigating the Project’s traffic impact on the Woody Mountain Intersection, in accordance with the City’s Transportation Engineering Memorandum dated August 22, 2014 (“Contribution”). In addition, Developer agrees to dedicate, at no cost to the City, right-of-way across the Property necessary for the Woody Mountain Road Intersection (“Dedication”). Following the Contribution and Dedication, Developer shall have no further obligation or liability with respect to the Woody Mountain Road Intersection. The Contribution shall be paid in full to the City prior to the issuance of public improvement permits for the Project.
- 10.7 Dedication of Public Rights-of-Way and Easements. Public rights-of-way for all streets and utility and drainage easements with respect to the Project must be identified on the construction plans and dedicated prior to issuance of any grading permits. Dimensions for these easements must be in accordance with City and, where applicable, ADOT requirements.
11. Management.
- 11.1 Management Agent. Developer agrees that an experienced property management staff shall at all times manage the Residential Development during the term of this Agreement (“Management Agent”). Developer, or an affiliated entity, shall serve as the Management Agent for the Residential Development upon recordation of this Agreement. The Management Agent shall cause the Residential Development to at all times be operated in a manner that will provide secure, safe and sanitary living conditions for its tenants, as required by this Agreement, and any applicable laws, ordinances, regulations or other requirements imposed by law. Further, the Management Agent shall ensure that the tenants of the Residential Development use the Property in a manner that conforms to the character of the surrounding neighborhoods. The Management Agent shall live on-site or, in the alternative, the Management Agent shall provide for an on-site staff member on a twenty-four hour, seven days a week (24/7) basis.
- 11.2 Crime Free Multi-Housing. In order to achieve the objectives of Section 11.1, above, the Developer, or the Management Agent, shall draft operating rules, policies and regulations for the Residential Development (“Operating Rules”),

and include covenants in tenant leases that require the lawful and proper use of the Residential Development and the Property (“Lease Covenants”), substantially in the form attached hereto as **Exhibit C**, at all times. The Management Agent shall be responsible for enforcing such Operating Rules and Lease Covenants. The Management Agent and any relevant employees of such Agent, shall, during the term of this Agreement, attend, complete, and remain current on any training required by the Flagstaff Police Department in connection with their Crime Free Multi-Housing Program. Management practices, tenant qualifications, Crime Prevention Through Environmental Design Standards (“CPTED”), and background checks shall conform, as closely as possible, to the principles set forth in the City of Flagstaff Police Department’s “Crime Free Multi-Family Housing Program.” Developer agrees that it will ensure that its Management Agent, or relevant employees of such Agent, receives training through the Flagstaff Police Department in the Crime Free Multi-Housing Program.

- 11.3 On-Site Security. In order to ensure the lawful use of the Residential Development during those times of increased resident activity, from 6:00 p.m. every Thursday through to 6:00 a.m. the following Sunday, Developer agrees to provide a sufficient number of security guards to maintain order and to ensure compliance with all applicable state and City laws. For purposes of this Section, “security guard” shall mean licensed and duly bonded security personnel registered pursuant to Arizona Revised Statutes Section 32-2601, *et seq.* In addition, the Management Agent shall consult with the Flagstaff Police Department on a monthly basis for recommendations regarding security personnel levels, as well as any additional security measures that may be required for the protection and well-being of residents and the surrounding neighborhood.

12. Public Transportation System Service. Developer is in negotiations with the Northern Arizona Intergovernmental Public Transportation Authority (“NAIPTA”) regarding the extension of service to the Project in order to facilitate and incentivize the use of public transportation by residents of the project, and other presently underserved areas identified by NAIPTA, to access the campus at Northern Arizona University (“NAU”), based upon a financial commitment from the Developer yet to be determined and structured. Because this issue requires action of a public body with regard to service levels, cost, and other matters, and negotiations with the Developer, both NAIPTA and the Developer anticipate that discussions and negotiations will continue over time, with the goal of providing service by the start of classes at NAU in August 2016. Developer agrees that it will continue to negotiate with NAIPTA in good faith in order to bring to the Project effective public transportation to NAU for student residents of the Project.

13. Exterior Lighting Plan. Developer shall provide exterior lighting for the Residential Development in conformity with the Exterior Lighting Plan, attached as **Exhibit D**. The Parties acknowledge that the Developer has voluntarily limited the Total Outdoor Light Output for the Residential Development to a lumen level that does not exceed that currently permitted for Single-family Residential development in Lighting Zone One.

14. Development Process.

14.1 Diligence in Responding to Approval Requests. City hereby acknowledges and agrees that development of the Property may occur over a span of a number of years and may require City's ongoing participation in the review and approval of modifications and amendments to any construction plans, site plans, infrastructure plans, drainage plans, design plans, building plans, grading permits, building permits, and other plans, permit applications and inspections which are a part of City's current building and development requirements (hereinafter collectively called "Approval Requests"). City hereby agrees that, in connection with all such Approval Requests relating to the planning or development of the Property, or any portion thereof, and the construction of improvements on the Property, it shall cooperate with Developer in good faith to process, but not necessarily approve, all such Approval Requests.

15. Default; Remedies.

15.1 Events Constituting Default. A Party hereunder shall be deemed to be in default under this Agreement if such Party materially breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the Party not in default hereunder. Notwithstanding the foregoing, if the Party allegedly in default has commenced a cure of the default within the time period stated above, is diligently prosecuting such cure, and such cure reasonably requires more than thirty (30) days to complete, then the period for curing such default shall be extended to permit the completion of the cure. For purposes of determining default and termination, those Developer obligations set forth in Section 10 of this Agreement are severable, and each individual Developer obligation shall terminate upon the successive completion of the individual Developer Obligation.

15.2 Developer's Remedies. In the event that City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 14.1 of this Agreement, then, in that event, in addition to all other legal and equitable remedies which Developer may have, Developer may terminate this Agreement by written notice delivered to City effective upon the date specified on such notice.

15.3 City's Remedies. In the event that Developer is in default under this Agreement, and Developer thereafter fails to cure any such default within the time period described in Section 14.1 of this Agreement then, in that event, in addition to all other legal and equitable remedies which City may have, City may terminate this Agreement by written notice delivered to Developer effective upon the date specified on such notice.

- 15.4 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Developer shall have no further rights to develop the Property pursuant to this Agreement but shall have all other rights available to Developer under any other agreement or applicable law, including but not limited to the right to develop the Property consistent with the Zoning so long as the project is developed consistently or less intensively than the accepted Concept Plan.

16. General Provisions.

- 16.1 Notices. All notices and communications shall be in writing and delivered personally or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:

City Manager  
City of Flagstaff  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

To Developer:

Aspen Heights  
Attn: David Mills  
1301 S. Capital of Texas Highway, Suite  
B201  
Austin, TX 78746

With copy to:

Richard Stasica, General Counsel

- 16.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.
- 16.3 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.
- 16.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of

the Agreement.

- 16.5 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

**Exhibit A:** Property Description  
**Exhibit B:** Concept Plan  
**Exhibit C:** Lease Covenants  
**Exhibit D:** Exterior Lighting Plan

- 16.6 Amendment. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns.
- 16.7 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 16.8 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona.
- 16.9 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.
- 16.10 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 16.11 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have an personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation



provisions of A.R.S. § 38-511.

- 16.12 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations and policies.
- 16.13 Successors and Assigns. Upon prior written notice to City, Developer may assign its interest in this Agreement, in whole or in part, to any entity that controls, is controlled by or is under common control with Developer (including but not limited to a limited liability company of which the original Developer is a member), who undertakes to proceed with development of the Project. Provided that the assignee has provided City with the name, address and designated representative of the assignee, and has assumed the rights, liabilities and obligations of Developer under this Agreement pursuant to a written instrument (a true and correct copy of which shall be provided to City), then the assignor shall be released from any obligations or liabilities arising under this Agreement from and after the date of assignment. Neither Developer nor any permitted assignee of Developer may otherwise assign its interest in this Agreement, in whole or in part, without the prior written consent of the City, which consent may be reasonably withheld by City. This Agreement shall be personal to Developer and its permitted successors and assigns, and shall not run with the land.

**17. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.**

Developer hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Developer may have, now or in the future, for any “diminution in value” and for any “just compensation” under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138, (the “Act”) in connection with the application of the City’s existing land use laws and including Ordinance Number 2011-01 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney’s fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney’s fees or costs under the Act that they may have, as a result of the application of the City’s existing land use laws, including Ordinance Number 2014-31, upon the Property

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and on its behalf by its Mayor and its seal to be affixed and attested by its City Clerk, and the Developer has signed the same on or as of the day and year first above written.

CITY OF FLAGSTAFF,  
an Arizona municipal corporation

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Gerald W. Nabours, Mayor

Attest:

---

City Clerk

Approved as to Form:

---

City Attorney

DEVELOPER  
York Breckenridge GP, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

STATE OF \_\_\_\_\_)  
County of \_\_\_\_\_) ss

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_, known to be and satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of York Breckenridge GP, LLC, for the purposes therein contained.

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Notary Public

My Commission Expires:\_\_\_\_\_

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Neil Gullickson, Planning Development Manager  
**Date:** 11/14/2014  
**Meeting Date:** 12/02/2014



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**TITLE:**

**Consideration and Adoption of Resolution No. 2014-42:** A resolution of the City of Flagstaff, Arizona approving a pre-annexation agreement between the City of Flagstaff and the Gosch Family Living Trust.

**RECOMMENDED ACTION:**

- 1) Read Resolution No. 2014-42 by title only
- 2) City Clerk reads Resolution No. 2014-42 by title only (if approved above)
- 3) Adopt Resolution No. 2014-42

**Policy Decision or Reason for Action:**

State law allows cities to enter into pre-annexation agreements by resolution. The proposed Pre-Annexation Agreement governs the terms and conditions of the annexation, zoning and development of the subject property.

**Financial Impact:**

No impacts are anticipated.

**Connection to Council Goal and/or Regional Plan:**

**COUNCIL GOALS:**

1. Retain, expand, and diversify economic base
2. Complete Water Policy
3. Effective governance

**REGIONAL PLAN:**

The Flagstaff Regional Plan 2030 designates this site as Existing Rural.

**Has There Been Previous Council Decision on This:**

None for this location.

**Options and Alternatives:**

The City Council may approve, deny, or modify the agreement as necessary to ensure that the development meets the objectives of the Flagstaff Regional Plan 2030 and the City's development goals.

**Background/History:**

The applicant's, Tom and Melanie Gosch, have requested a water tap into the City's new water transmission main that has recently been constructed along the north side of West Route 66. This main is the same main that will provide water to W.L. Gore's facility on Kiltie Lane. The site is located at 4392 West Route 66 and is adjacent to Route 66 and the main. There are two structures on the site, a single-family dwelling and an accessory structure.

The Water Commission reviewed and unanimously approved a recommendation by the City staff that the this property be allowed to connect to the transmission main located in West Route 66, and that approval was contingent on two conditions:

1. That this site be served by one 3/4 inch yard line that serves the existing single-family home and accessory building(s). Additional hook-ups to other homes will required additional review.
2. The approval is contingent upon the approval of a pre-annexation agreement.

The transmission main located within the West Route 66 right-of-way is 18-inches in diameter. A 20-ft long 8-inch distribution main will be used to tap the transmission main. A new fire hydrant will be located at the end of the distribution main. The 3/4-inch yard line will tap the distribution main and will feed water to the Gosch residence. Other than the existing transmission main, all of the improvements will be provided by the applicant.

This site is located adjacent to the City owned McAllister Ranch property which lies between this applicant's property and the current city boundary. Arizona Revised Statue requires that to qualify for annexation, a property must be located adjacent to an existing city boundary. This property is not currently adjacent to an existing city boundary.

**Key Considerations:**

The existing development requests water services to be provided by the City. City policy is to require annexation before providing services. In cases where annexation is not practical at this time, a pre-annexation agreement is recommended. With the Pre-Annexation Agreement, the City agrees to provide water services to the property prior to the property's annexation into the City. When it becomes legally permissible, the City will take such action as is necessary to annex the property.

**Community Involvement:**

None. A pre-annexation agreement does not require public or neighborhood notification.

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**Attachments:**    [Anx Agreement](#)  
                          [Res. 2014-42](#)  
                          [WC Minutes 8-21-14](#)  
                          [IDS Comments](#)  
                          [location map](#)

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**Form Review**

Inbox	Reviewed By	Date
Current Planning Manager	Mark Sawyers	11/17/2014 03:52 PM
City Clerk	Elizabeth A. Burke	11/19/2014 04:03 PM
Planning Director	Dan Folke	11/20/2014 09:54 AM
Legal Assistant	Vicki Baker	11/20/2014 12:11 PM



City Attorney  
Community Development Director  
DCM - Josh Copley

Vicki Baker  
Barbara Goodrich  
Josh Copley

Form Started By: Neil Gullickson

Final Approval Date: 11/21/2014

11/20/2014 12:11 PM

11/20/2014 03:56 PM

11/21/2014 08:10 AM

Started On: 11/14/2014 03:27 PM

PRE-ANNEXATION AGREEMENT  
BETWEEN THE CITY OF FLAGSTAFF AND THE GOSCH FAMILY LIVING TRUST

This Pre-Annexation Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Flagstaff, an Arizona municipal corporation (the "City") and the Gosch Family Living Trust, Tom and Melanie Gosch, Trustees, an Arizona trust, located at 4392 W. Route 66, Flagstaff, Arizona 86001 (the "Owner") (collectively "Parties").

RECITALS

- A. The Owner owns certain parcels of real property depicted and legally described in Exhibits A and B attached hereto. For purposes of this Agreement, the parcels described in this exhibit are referred to as the "Property."
- B. The Property is currently located in an unincorporated area of Coconino County, Arizona. Although the Parties desire to annex the property into the City, annexation is not currently legally permissible because the Property does not meet the contiguity prerequisite for annexation found in A.R.S. § 9-471(H). The Owner acknowledges and understands that other properties adjacent to the Property may be added to future annexation proposals in order to meet the contiguity prerequisite necessary for annexation of the Property.
- C. The City has determined that entering into this Agreement will be in the best interests of the City and the public; will be a proper and legal exercise of City power; will promote orderly development of the Property and the surrounding area; and will promote the health, safety, welfare and economic development of the community in general.
- D. The Owner believes that annexation of the Property into the City, and development of the Property pursuant to the terms of this Agreement, will result in significant benefits to the Property, increase certainty concerning the City's regulatory treatment of the Property, and provide assurances regarding infrastructure affecting the Property.
- E. Pursuant to Flagstaff City Code §§ 2-04-001-0008 through 2-04-001-0009, the Owner has applied for out-of-City water service for the Property. The City's Water Commission has recommended the City grant this extension subject to the condition that the Owner agrees to the annexation of the Property.
- F. A.R.S. § 9-500.05 authorizes the City to enter into a development agreement with the Owner for the purpose of establishing the conditions, terms, restrictions and requirements for annexation of the Property by the City and other matters relating to the future development of the Property.
- G. The Owner's proposed development of the Property is in conformity with the City's Regional Plan 2030.

- H. The Owner's proposed out-of-City water service requires a deviation from the Council's adopted Water Policy because the Property is not located within or contiguous to the City of Flagstaff corporate limits.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and agreements herein, the Parties hereto state, confirm and agree as follows:

1. Incorporation of Recitals and Exhibit. The foregoing recitals and exhibit are incorporated into this Agreement by this reference.
2. Annexation of Property. Owner hereby consents to the annexation of the Property into the City pursuant to A.R.S. § 9-471 et seq. When it becomes legally permissible for the City to annex the Property, the Owner will a) apply for annexation which includes executing and filing with the City an annexation petition as required by A.R.S. § 9-471 et seq. to initiate annexation, and b) sign any lawful annexation petition or other annexation document for the purpose of annexing the Property into the City of Flagstaff. The City will then hold such hearings and take such action as is necessary pursuant to A.R.S. § 9-471 et seq. to annex the property. Any successor(s) to Owner shall execute, file or sign any similar petitions or documents necessary to accomplish annexation of the Property.
3. Applicable Zoning. Pursuant to A.R.S. § 9-471(L), upon annexation, the City shall adopt a City zoning classification for the Property that permits densities and uses no greater than those permitted by Coconino County immediately before annexation.
4. Water. The City agrees to provide water services to the Property, in accordance with the provisions of this Agreement and all applicable City, County and State requirements, prior to the Property's annexation into the City. The City Council hereby approves a deviation to the Water Policy to permit water service to the Property although it is not within the City of Flagstaff corporate boundaries or contiguous to those boundaries because the Property is adjacent to the new waterline that the City is building along West Route 66. The water line shall be designated and extended by Owner at Owner's expense, consistent with City Code, and in accordance with the City of Flagstaff Engineering Design and Construction Standards. This agreement allows for only one ¾ inch pipe with one water meter for one single-family home. If the Owner wishes to split or subdivide the Property and obtain water service for additional structures, besides structures ancillary to the single-family home, the Owner must pursue an amendment to this Agreement. The City, County and State shall provide joint review and approval of the construction plans and permits. The City and County shall review and approve the development plans and permits and inspect the off-site water service installation(s).
5. Water Connection and Capacity Fees. Owner agrees that upon the extension of water services to the Property, Owner shall pay all fees required by the Flagstaff City Code as a condition for connection to the City's water system.

6. City Standards. The Owner agrees that if it develops the Property prior to annexation, it shall develop in general accordance with City development standards, and that it shall develop in specific compliance with all City standards, including but not limited to those related to a) police and fire access and on-site needs, b) City design review standards, and c) City landscaping standards. Owner agrees to cooperate with the City to provide review by City staff during any development efforts through the County prior to annexation.
7. Waiver of Proposition 207 Rights. The Parties agree that the Property is subject to the provisions of Proposition 207, as adopted by the voters of the State of Arizona at the November 7, 2006, General Election, which is codified at A.R.S. § 12-1131, et seq. ("Proposition 207"). The Owner acknowledges that the Owner and the City are empowered to agree to a waiver of the terms and requirements of Proposition 207, in particular those items codified at A.R.S. § 12-1134, pursuant to A.R.S. § 12-1134(I). The Owner on behalf of itself and all other parties having an interest in the Property acknowledge and knowingly waives the provisions of Proposition 207, in particular A.R.S. § 12-1134, in connection with the future annexation of the Property as well as for any claim for diminution in value as a result of any subsequent rezoning of the Property by the City as a result of the annexation.
8. Negotiated Effort. The Parties agree that this Agreement represents the negotiated joint efforts of the Parties. In the event a court of competent jurisdiction finds ambiguity, this Agreement shall not be construed against either Party in favor of a non-drafting Party.
9. Authority. All persons executing this document for the City and the Owner have all necessary and legal authority to enter into this Agreement for their respective corporations and the individual(s) executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the party on whose behalf such individual is signing.
10. Successors and Assigns. The burdens and benefits of this Agreement will run with the land and be binding and inure to the benefit of the parties hereto and their respective successor and assigns. Upon the transfer of any portion of the Property, the transferring party will be released from any liability arising after the transfer with respect to the portion of the Property transferred.
11. Jurisdiction. The laws of the State of Arizona shall govern this Agreement and, in the event of a dispute, venue shall be in Coconino County, Arizona.
12. Attorney's Fees. If legal action by either Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorneys' fees and court costs.
13. Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled, in whole or in part and with respect to all or any portion of the Property, with the mutual written consent of the Parties hereto. Within ten (10) days after any such amendment or cancellation of this Agreement, the City will record such amendment or cancellation in the Official Records of Coconino County, Arizona.

14. Notice.

14.1 Manner of Service. All notices, filings, consents, approvals or other communications provided for herein or given in connection herewith ("Notices") will be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City:                      City of Flagstaff  
Attn: City Manager  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

With a copy to:                      Flagstaff City Attorney's Office  
211 West Aspen Avenue  
Flagstaff, Arizona 86001

If to the Owner:                      Tom and Melanie Gosch, Trustees  
Gosch Living Trust  
4392 West Route 66  
Flagstaff, AZ 86001

or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address Notice will be given at least ten (10) days before the date on which the change is to become effective.

14.2 Mailing Effective. Notice given by mail must be certified and will be deemed delivered seventy-two (72) hours following deposit in the U.S. Postal Service, in the manner set forth herein, or the next business day if sent by overnight delivery or courier.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
16. Headings. The description headings of the paragraphs of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.
17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and will not be changed or added to except in the manner provided in Section 13. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement. All prior and contemporaneous agreements, representation and understandings of the City with any other parties, oral or written,



other than specifically incorporated herein by reference, regarding any portion of or all of the Property, are superseded by this Agreement.

18. Recordation. No later than ten (10) days after the City and the Owner have executed this Agreement, it will be recorded in its entirety by the City in the Official Records of Coconino County, Arizona.
19. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable all other provisions hereof.
20. Cancellation. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
21. Term. This Agreement shall be effective upon its recordation and shall automatically terminate upon the effective date of the City Ordinance annexing the Property, provided, however, the City shall not discontinue applicable municipal services to the Property, once commenced, except as permitted by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as provided herein:

City of Flagstaff, an Arizona Municipal  
Corporation

By: \_\_\_\_\_  
Gerald W. Nabours, Mayor

Date: \_\_\_\_\_

Attested by:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Approved As to Form:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

OWNER:

Tom and Melanie Gosch, Trustees  
Gosch Family Living Trust, an Arizona trust.

By: \_\_\_\_\_  
Name:  
Title: Trustee

By: \_\_\_\_\_  
Name:  
Title: Trustee

Date: \_\_\_\_\_

STATE OF ARIZONA     )  
                                  ) ss.  
County of Coconino    )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_, by \_\_\_\_\_, the trustee of the Gosch Family Living Trust.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

STATE OF ARIZONA     )  
                                  ) ss.  
County of Coconino    )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_, by \_\_\_\_\_, the trustee of the Gosch Family Living Trust.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

## **RESOLUTION NO. 2014-42**

### **A RESOLUTION OF THE CITY OF FLAGSTAFF, ARIZONA APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND THE GOSCH FAMILY LIVING TRUST**

#### **RECITALS:**

WHEREAS, the Gosch Family Living Trust, an Arizona living trust ("Owner"), owns approximately 6.4 acres of real property located adjacent to Route 66 in Coconino County, Arizona, legally described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, although Owner desires to annex the Property into the City of Flagstaff, annexation is not legally permissible at this time as the Property does not meet the contiguity prerequisite for annexation found in A.R.S. § 9-471(H); and

WHEREAS, Owner and the City of Flagstaff wish to enter into a Pre-Annexation Agreement, a copy of which is attached to the Staff Summary Report submitted in support of this Resolution, in order to facilitate the eventual annexation of the Property and its future development after annexation; and

WHEREAS, A.R.S. § 9-500.05 authorizes municipalities to enter into development agreements for the purpose of addressing issues related to annexation.

#### **ENACTMENTS:**

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:**

SECTION 1. The Pre-Annexation Agreement proposed by City staff and the Owner and submitted as an attachment to the Staff Summary Report for the Council meeting of December 2, 2014 is hereby approved, and the Mayor is authorized and directed to execute the Agreement on behalf of the City of Flagstaff.

SECTION 2. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Resolution, including, but not limited to, the recording of any necessary documents in the Office of the Coconino County Recorder .

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 2nd day of December, 2014.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



**WATER COMMISSION**  
**August 21, 2014**

**SUMMARIZED MINUTES**

**MEMBERS PRESENT**

Brian Ketter  
John Nowakowski  
Dick Kersey  
Brad Garner  
Bob Shinham  
John Malin  
Charlie Odegaard  
Justin Ramsey

**MEMBERS ABSENT**

Hanna Cortner

**STAFF PRESENT**

Brad Hill  
Marion Lee  
Jim Davis  
Erin Young  
Neil Gullickson  
Nicole Woodman

**OTHERS PRESENT**

Tom & Melanie Gosch  
Harold Alter

**I. CALL TO ORDER**

Chair, Brian Ketter called the meeting to order at 4:00 p.m.

Brian Ketter postpone Item IV., C to next month since Malcolm was unable to attend meeting.

**II. APPROVAL OF MINUTES – June 19, 2014**

Moved by Brad Garner and seconded by Bob Shinham that the minutes of June 21, 2014 be approved. All approved.

**III. PUBLIC PARTICIPATION - None**

**IV. NEW BUSINESS**

**A. Wastewater Master Plan – Rob McCandelles (Brown & Caldwell)**

Mark Courtney and Rob McCandelles presented a PowerPoint presentation on the Flagstaff Sewer Master Plan Project. The primary purpose of the Utilities Wastewater Master Plan is to:

- Master Plan is component of Utilities Integrated Master Plan
- perform a comprehensive analysis of the City of Flagstaff's Wastewater system
- to identify system deficiencies
- to determine future wastewater collection system requirements, and
- to recommend wastewater system facility improvements that correct existing deficiencies and that provide for future system expansion.
- the objective of these planning efforts is to guide strategic long-term planning.

This Wastewater Master Plan is a 20-year planning document and projects wastewater system needs through 2035. For proper planning, wastewater master plans must be kept current. This means that the City can expect to update its 20-year plan every four to five years. However, it is recommended that the City review the projected sewer demand in three years to determine if current conditions warrant action to begin acquiring additional treatment capacity. This will allow the City time to evaluate changes in sewer flow that may result in upsizing of sewer mains or additional treatment capacity that must be added by the City. The current plan does not budget funds for any wastewater treatment capacity expansion projects.



John Nowakowski asked staff if the City had a policy that would not allow new sewer taps in areas where there is a potential for the manholes to surcharge. Jim Davis indicated that there is not a policy to limit individual single family homes that are being constructed, only developments of 10 or more single family units are required to have a Water and Sewer Impact Analysis (WSIA) per the City of Flagstaff Engineering Standards.

B. Out of City Water Service Request – Jim Davis

Jim Davis presented this item and introduced Thomas and Melanie Gosch. The Gosch are requesting an out of City water service connection off of a newly installed 19" water transmission along the frontage of their property on W. Route 66. The water service and meter will service their existing home located outside the corporate city limits at 4392 W. Route 66 (Parcels APN 116-04-006 and APN 116-040041. There is no sewer service available to this site. The City of Flagstaff's Planning Division has determined that this property cannot annex into the City, by itself, it meets neither the minimum width nor depth requirement identified for annexation by the ARS. ARS requires minimum 300' adjacent to a city boundary and minimum 200 feet of depth from that line.

Any application for water and sewer service to serve a residence or development in an area outside of corporate City limits is required by City Code to go to the City Water Commission for review. The City Water Commission is required to review each application and forward a recommendation to the City Council. The Mayor and Council have the final decision based on the request and recommendation of the Water Commission. Per resolution No. 1521, adopted December 15, 1987 and per Resolution 2014-13 adopted April 1, 2014, the City Policy on out of City water or sewer requests directs the City to consider each request on a case by case basis and allows the City to grant such requests subject to special conditions deemed necessary by the request. In this case, staff recommends approval based on the owner entering into a pre-annexation agreement and paying all applicable fees. In addition City Code requires that all water taps or connections made outside the corporate limits of the City shall be 110% of the standard charges, fees, and/or deposits. Before connection to the water service is made, the applicant will pay water capacity fees based on the size of their new water meter.

The City of Flagstaff Engineering Standards Section 13-09-003-0007 (E) (1) and the Utilities Integrated Master Plan/Principles of Sound Water Management/Water Policies Chapter F4.2a do not allow service taps on the water mains 16 inches in diameter and larger. Therefore this applicant is being required to install an 8" main off of the 18" transmission main, and install a fire hydrant assembly per City of Flagstaff Engineering Standards along with the new water service, after obtaining the proper construction plans and City and /or State right-of-way permits.

John Nowakowski asked how big of a lot this was and Mr. Gosch said 6.5 acres. In a pre-annexation agreement John indicated it should be noted that this is a single tap for a single residence. There was further discussion on the whole process of annexation and the Commission agreed to include this as part of the recommendation.

Brad indicated since there is a New Water Policy in place, if a cross-divisional team met to discuss the strategies (Strategy F4.1d). Jim said there was no cross-divisional meeting on this particular request but it was reviewed by staff.

Brian Ketter made a motion to recommend to Council to approve the Out-of-City water service request; however the pre-annexation was not included so another motion was made.

Moved by John Malin and seconded by Bob Shinham to recommend to Council to approve the Out-of-City water service at 4392 W. Route 66 with the condition that it is for a ¾ inch meter tap/single family residence and that it includes the pre-annexation with this condition. All approved.



# City of Flagstaff Concept Review Comments

Project Title:	<b>GOSCH FIRE HYDRANT</b>	C.O.F Project No:	DEV 14-058
Type of Review:	Concept Plans Submittal	Project Manager:	Neil Gullickson
Date:	29-Oct-14	Email: ngullickson@flagstaffaz.gov	Phone: 928-213-2614

<i>Item No.</i>	<i>COMMENTS</i>
	<p><b>PLANNING:</b>            A pre-annexation agreement will need to be reviewed and approved by the City Council. As part of the staff report, a draft of the annexation agreement will need to be presented. Staff will meet on November 3<sup>rd</sup> with the intent to finalize the pre-annexation agreement. A meeting with the applicant will be needed to review the agreement, anticipate a meeting request on or about November 10. Council review will be scheduled as quickly after the agreement has been finished. Anticipate the first Council meeting in December.</p> <p>Provide a copy of the legal description on archival paper for attachment to the pre annexation agreement.</p> <p><b>FIRE DEPARTMENT</b>            None            10/13/2014            K. Snide</p> <p><b>BUILDING &amp; SAFETY DIVISION</b>            Michael Scheu, Building Official            Phone: 213-2620            Email: mscheu@flagstaffaz.gov  <b>CONDITIONS:</b> None  <b>COMMENTS:</b></p> <p><b>UTILITIES</b>            Concept Plan Review            Completed 10/10/2014 - Jim Davis            Conditions:            1. The applicant must sign a pre annexation agreement and be approved for the out of city water request by the City Council.            General Comments:            1. An additional 6" valve must be added between the fire hydrant and the water service on the Civil Plans.</p> <p><b>PUBLIC WORKS</b>            Concept Plan Review            Completed 10/10/2014 - Jim Davis            No Conditions</p> <p><b>DEVELOPMENT ENGINEERING, Dana Cole, 10/28/14:</b>            1. Is main run long enough to put the hydrant outside of the ultimate roadway section at full buildout? If not, is there a PUE needed to extend the line onto the Gosch parcel? This needs to be addressed as part of the Construction Plan submission.</p> <p><b>STORMWATER</b>            Concept Plan Review            Completed 10/15/2014 - Kyle Brown            No conditions or comments</p> <p><b>TRAFFIC SECTION REQUIREMENTS:</b>            No comments</p>



City of Flagstaff  
Concept  
Review Comments

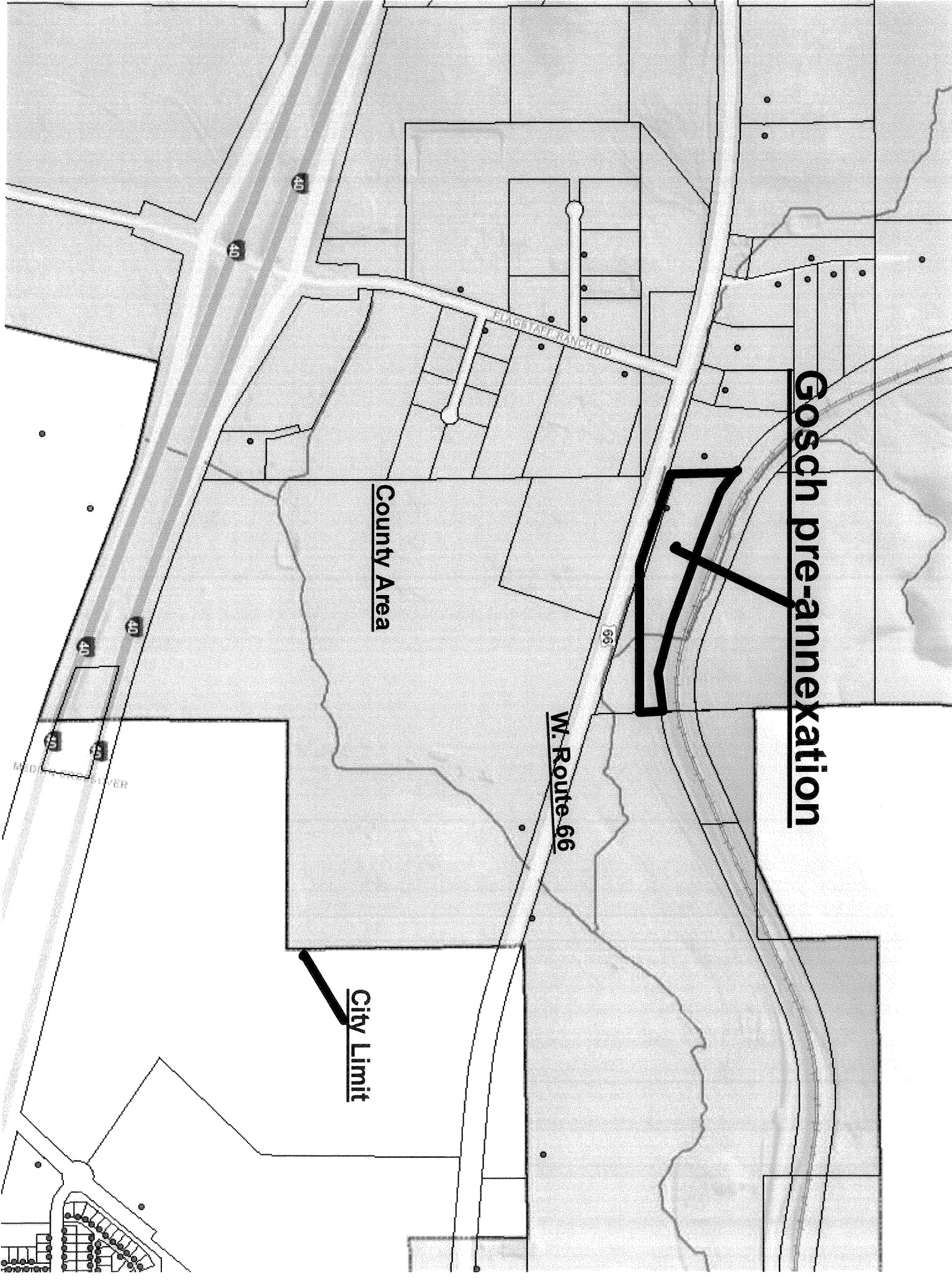
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# Gosch pre-annexation

County Area

W. Route 66

City Limit



## CITY OF FLAGSTAFF STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Jerry Bills, Deputy Fire Chief  
**Date:** 11/17/2014  
**Meeting Date:** 12/02/2014



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### TITLE:

**Consideration and Approval of Cooperative Contract:** Purchase of a Type I Pierce Quantum Pumper Fire Truck, for City of Flagstaff Fire Department through a City of Mesa cooperative purchase contract, #2013-118 (***Approve contract for purchase of fire truck for a total amount not to exceed \$460,283.00, plus applicable sales tax***).

### RECOMMENDED ACTION:

Approve the purchase of Type I Pierce Quantum Pumper Fire Truck from Hughes Fire Equipment, Inc. a Pierce Sales Distributor using a City of Mesa's cooperative purchase contract for a total not to exceed \$460,283.00 plus applicable sales tax.

### Policy Decision or Reason for Action:

The purchase of Type I Pierce Quantum Pumper Fire Truck supports the continuing operations of the Flagstaff Fire Department.

Decision Points: This action will allow the Flagstaff Fire Department to match continued and established working fire equipment within the Fire Fleet. We currently have both Pierce Pumper and Aerials in our Fleet that are providing excellent services and reliability. These vehicles will meet our needs and are expected to remain in service for the next twenty years. By continuing to use the Pierce products, our Fleet Department has to stock less parts, our technician is very familiar with these types of units and therefore the repair costs and down time are kept under control. We also received the pricing from a competitive bid process, structured as a cooperative purchase by the City of Mesa.

### Financial Impact:

The Fleet plan for the Fire Department is to purchase a replacement type 1 Pumper Fire truck after 25 years of service and 110 % of the vehicle value spent in repairs during its life. This purchase will replace a 1990 Pumper fire truck with over 125% of its original value expended in repairs. Funds were allocated in the FY 2015 Budget for this purchase.

### Connection to Council Goal:

#### COUNCIL GOALS:

11. Effective governance

#### REGIONAL PLAN:

E. 1. Increase energy efficiency.

PF.3 Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport services.



**Has There Been Previous Council Decision on This:**

No

**Options and Alternatives:**

1. Approve the purchase of Type I Pierce Quantum Fire Truck using the City of Mesa's cooperative purchase contract.
2. Conduct the competitive bid process, evaluate responses and select a vendor.
3. Do not purchase a truck at this time.

**Background/History:**

The Fire Department is replacing a 1990 Type I Fire Pumper truck. This new vehicle will be housed at Station 1 and move Engine 1 to station 4. The engine at station 4 would move into a reserve status. These actions would decrease the Fire Department's overall average Fleet age and provide efficient and dependable fire and EMS coverage for two districts within the City. The Fleet Committee approved this Fire Type I truck purchase in 2014.

**Key Considerations:**

There are 3 items to consider with the purchase and deployment of the Type I Pierce Quantum Pumper Fire truck. This will replace a 1990 pumper truck, and will be placed in service at Station 1. The current vehicle at Station 1, will move to Station 4 and the current vehicle at station 4 will become a reserve vehicle. The Type I Pierce Quantum Pumper Fire truck is less expensive to operate and is also providing for a newer vehicle at station 4 which is less expensive to operate than their current unit; which is a 1992 pumper truck.

**Expanded Financial Considerations:**

The purchase of this vehicle was approved by the Fleet Committee and funds were allocated in the current years fiscal budget.

**Community Benefits and Considerations:**

With the replacement of the 1990 Type 1 Fire Pumper, the city will receive a less expensive, lower emission producing, and safer to operate vehicle to continue to provide efficient services to the community.

**Community Involvement:**

Inform

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**Attachments:**     Fire Pumper

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**Form Review**

Inbox	Reviewed By	Date
Purchasing Director	Rick Compau	11/19/2014 02:18 PM
Finance Director	Rick Tadder	11/19/2014 02:51 PM
Legal Assistant	Vicki Baker	11/19/2014 02:52 PM
Senior Assistant City Attorney DW	David Womochil	11/19/2014 05:09 PM
Fire Chief	Mark Gaillard	11/20/2014 12:49 PM
DCM - Josh Copley	Josh Copley	11/20/2014 12:55 PM
Form Started By: Jerry Bills		Started On: 11/17/2014 08:18 AM

Final Approval Date: 11/20/2014



Flagstaff Fire Department  
One (1) Quantum Pumper JC378

10/13/2014

Proposal Price		\$ 485,432.00
Arizona State Sales Tax @	5.60%	27,184.19
Phoenix Sales Tax @	2.70%	13,106.66
<i>Total Bid Price Including Sales Tax</i>		<u>\$ 525,722.86</u>

Less chassis progress payment discount (8,931.00)

The chassis progress payment in the amount of  
\$297,690.00 will be due three (3) months prior to the ready  
for pick up from the factory date.

Less payment upon completion @ factory discount (5,590.00)

\* Deduct for 100% pre-payment with contract (10,673.00)

If this option is elected, the discount is in addition to the  
chassis progress payment discount and the payment upon  
completion at the factory discount.

Proposal price including discounts 460,238.00

Arizona State Sales Tax @	5.60%	25,773.33
Phoenix Sales Tax @	2.70%	12,426.43
<i>Total Bid Price Including Sales Tax</i>		<u>\$ 498,437.75</u>

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Terms:

The unit would be ready for delivery from the factory within 8.5 to 10.5 months after contract execution.

The above pre-payment discount will be valid for 90 days.

An invoice will be provided 30 days prior to the chassis payment due date if elected, or within a few days of order placement if 100% prepayment is elected.

If payment options are not elected, standard payment terms will apply: final payment will be due 30 days after the unit leaves the factory for delivery.

Transportation of the unit to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

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**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Mark Gaillard, Fire Chief  
**Date:** 11/13/2014  
**Meeting Date:** 12/02/2014



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**TITLE:**

**Consideration and Approval of Cooperative Contract:** Consider an amendment to extend an IGA with the Lockett Ranches Fire District for Fire/Medical/Rescue Services (***Amend IGA with Lockett Ranches Fire District to extend the term***).

**RECOMMENDED ACTION:**

Approve an IGA amendment extending the term of the IGA between the Lockett Ranches Fire District and the City of Flagstaff.

**Policy Decision or Reason for Action:**

The City of Flagstaff has entered into an IGA with Lockett Ranches Fire District (District) for the provision of fire/medical/rescue services. As provided for in the current IGA, the District has requested an extension of the term of the IGA. The IGA provides general fund revenue for the City of Flagstaff in return for fire/rescue/medical services to the District. The District receives a level of service that would be difficult to attain given its smaller size and Flagstaff receives equitable reimbursement for service without the necessity of adding staffing or equipment.

**Financial Impact:**

The financial terms provided for in the amendment to the IGA are in accordance with Chapter 5 of the Flagstaff City Code. The base contract rate for the 5 year extension is \$ 166,760.93 annually. The rate will be modified in years 2-5 with the Consumer Price Index. Notwithstanding the application of the CPI, the general fund impact of the IGA is \$ 833,804.65.

**Connection to Council Goal and/or Regional Plan:**

**COUNCIL GOAL:**

Effective governance: The extension of this IGA supports continued cooperation between two local governments for the provision of fire/rescue/medical services.

**REGIONAL PLAN:**

Goal PF.I Work across all government operations and services to prepare for the impacts of natural and human caused hazards.

**Has There Been Previous Council Decision on This:**

City Council entered into the existing IGA in 2011.

**Options and Alternatives:**

If Council elects to approve the IGA the existing service provisions between the City and the District will be extended 5 years.

If the Council elects to not extend the IGA, it will expire in December 0f 2016. The ensuing loss of revenue will begin FY 17.

**Community Involvement:**

***Choose which of the following that applies and REMOVE ALL OTHERS:***

Inform

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**Attachments:**     IGA COF/Lockett Ranch FD

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Director	Rick Compau	11/14/2014 08:52 AM
Finance Director	Rick Tadder	11/14/2014 08:54 AM
Legal Assistant	Vicki Baker	11/14/2014 09:26 AM
Senior Assistant City Attorney DW	David Womochil	11/18/2014 11:51 AM
Fire Chief (Originator)	Mark Gaillard	11/20/2014 12:51 PM
DCM - Josh Copley	Josh Copley	11/20/2014 12:55 PM
Form Started By: Mark Gaillard		Started On: 11/13/2014 06:56 AM
	Final Approval Date: 11/20/2014	

## **AMENDMENT**

### **INTERGOVERNMENTAL AGREEMENT between the CITY OF FLAGSTAFF and LOCKETT RANCHES FIRE DISTRICT**

The following amendment ("Amendment") is incorporated into and made a part of the Agreement between the City of Flagstaff ("City") and Lockett Ranches Fire District ("District") dated March 1, 2011 (the "Agreement"). This Amendment is for the purpose of extending the duration of the Agreement for five (5) years and modifying the fee for service provisions of the Agreement.

### **RECITALS**

- A. The City and the District entered an Intergovernmental Agreement on March 1, 2011. The purpose of the Agreement is to allow the City to provide fire and emergency medical services to the District; and
- B. Pursuant to Section 4.1.3 of the Agreement, the City and the District wish to extend the duration of the Agreement for five (5) years and amend the fee for services provisions of the Agreement.

THEREFORE, for the reasons recited above, and in consideration of the mutual covenants contained in this Amendment, the City and the District agree as follows:

### **TERM**

The term of the Agreement shall be extended for five (5) years from the present termination date to June 30, 2021.

### **FEE FOR SERVICES PROVIDED**

The District agrees to compensate the City for the services provided at the following rate:

- 1. For FY 2017, the Base Contract Rate shall be \$166,760.93.
- 2. The Base Contract Rate shall be increased on an annual basis by an amount equal to the Consumer Price Index for all Urban Consumers using the U.S. City average ("CPI-U"). In no event shall a Base Contract Rate be reduced in any subsequent year as a result of a decrease in the CPI-U.



All other provisions of the Intergovernmental Agreement between the City and the District dated March 1, 2011 shall remain in effect for the length of the term stated in this Amendment.

**City of Flagstaff**

**Lockett Ranches Fire District**

\_\_\_\_\_  
Kevin Burke, City Manager

\_\_\_\_\_  
Chairperson

Attest:

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

Attorney's approval

\_\_\_\_\_  
City Attorney

Attorney for the District

Date of Execution: \_\_\_\_\_

## CITY OF FLAGSTAFF

### STAFF SUMMARY REPORT

**To:** The Honorable Mayor and Council  
**From:** Mark Gaillard, Fire Chief  
**Date:** 11/11/2014  
**Meeting Date:** 12/02/2014



#### TITLE:

**Consideration and Approval of Intergovernmental Agreement:** Council will consider authorizing the City of Flagstaff to enter into an IGA to fund a Regional Training Coordinator (RTC) for fire department training (*Approve IGA for Fire Department Regional Training Coordinator*).

#### RECOMMENDED ACTION:

Staff recommends that Council approve the IGA and authorize the Mayor to execute the IGA.

#### Policy Decision or Reason for Action:

Fire Training is an important part of managing the risk to our firefighters and achieving acceptable outcomes in the very high risk activities associated with Fire Department services. This multi-agency funded position will enable the partner fire departments to maintain and improve high risk fire firefighting skills through the implementation of a regional training program targeting improved service to our respective communities and higher levels of safety for our firefighters.

#### Financial Impact:

The adopted budget for FY 14-15 includes the new position fully funded at \$74,533.00. The costs will be allocated to the participating members as defined in the IGA. The City of Flagstaff portion will be 40% or \$29,813.16. Camp Navajo and the National Guard are participating as well. However, they are contributing their funding through billing.

#### Connection to Council Goal and/or Regional Plan:

##### COUNCIL GOAL:

Effective governance:

The IGA is consistent with the City Council's Goal for Effective Governance as the cost of services is spread among partners in the provision of Fire Department services.

##### REGIONAL PLAN:

Goal LU.7. Provide for public services and infrastructure.

Goal PF.2. Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service

**Has There Been Previous Council Decision on This:**

No Previous Action

**Options and Alternatives:**

The IGA was contemplated in the approval of the FY 15 budget. Should City Council choose not to enter into this IGA, the implementation of regional fire department training would be delayed.

**Background/History:**

The City of Flagstaff Fire Department desires to expand its cooperative efforts in regional response. The provision of a Regional Training Coordinator will result in improved fire service delivery and increased levels of safety due to consistent operational procedures, particularly those in high risk fire department operations. To initiate this level of service the partners desire to share expenses to provide a training coordinator to plan, schedule and implement regional training. The funding agencies are the Arizona National Guard, Camp Navajo Fire Department, Flagstaff Fire Department, Highlands Fire District, Ponderosa Fire District, and Summit Fire District.

**Community Benefits and Considerations:**

Improved fire department services and increased safety for firefighters is the directed outcome for this IGA.

**Community Involvement:**

Inform

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**Attachments:**     [RTC IGA](#)  
                              [RTC Cost Allocation](#)

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Director	Rick Compau	11/21/2014 08:08 AM
Finance Director	Rick Tadder	11/21/2014 08:48 AM
Legal Assistant	Vicki Baker	11/21/2014 09:16 AM
Senior Assistant City Attorney DW	David Womochil	11/21/2014 10:06 AM
DCM - Josh Copley	Josh Copley	11/21/2014 11:09 AM
Form Started By: Mark Gaillard		Started On: 11/11/2014 04:51 AM
Final Approval Date: 11/21/2014		

**INTERGOVERNMENTAL AGREEMENT  
FOR REGIONAL TRAINING COORDINATOR**

**between**

**the City of Flagstaff**

**and**

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This intergovernmental agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Flagstaff ("CITY"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and Highlands Fire Department, Ponderosa Fire Department, and Summit Fire Department ("PARTIES").

**RECITALS**

- A. The PARTIES desire to enter into this Agreement for a Regional Training Coordinator; and
- B. The PARTIES recognize the importance of interagency cooperation; and
- C. The PARTIES participate in the "Cooperative Greater Flagstaff Area Fire Agencies All Risk Emergency Intergovernmental Agreement," an IGA intended to maximize interagency cooperation to include training; and
- D. The PARTIES of this agreement make up the Regional Training Group (RTG comprised of the Chiefs of the Departments participating in the RTG); and
- E. Emergency service training is required for the PARTIES to maintain their legally mandated training requirements, provide for maintenance of skills, and provide for consistency of operations; and
- F. The PARTIES concur that working collaboratively yields the highest levels of services in conjunction with the most effective use of local fire, rescue, and emergency medical department resources; and
- G. The PARTIES recognize that effective regional training will require the participation of a training officer from each PARTY.

**1. Purpose**

The purpose of this Agreement is to fund a Regional Training Coordinator and to coordinate regional training of emergency service personnel that will provide operational consistency between the PARTIES within the greater Flagstaff region.

**2. Scope**

The scope of this Agreement shall include the following:

A. Duties and Responsibilities of the Regional Training Coordinator

1. Manages the Regional Training Program;
2. Develops an Annual Regional Training Plan (calendar, schedule and budget) for approval by the RTG;
3. Schedules multi-company drills involving RTG agencies;
4. Develops lesson plans;
5. Serves as the Site Supervisor for all RTG scheduled training;
6. Prepares and submits grants for regional training;
7. Ensures compliance with OSHA requirements governing fire department training;
8. Ensures compliance with NFPA 1403 standard for live fire training;
9. Supervises fire training instructors from the partnering fire departments during regional training;
10. Attends all meetings of the RTG;
11. Serves as Secretary of the RTG and develops and disseminates notes of RTG proceedings;
12. Provides quarterly and annual reports regarding the Regional Training Program;
13. Provides staff support for committees appointed by the RTG;

B. Management of the Fire Training Coordinator

1. General Objectives to be achieved by the Fire Training Coordinator shall be established the RTG.
2. The Flagstaff Fire Department shall be responsible for managing the day-to-day operations, including the following:
  - a. Supervisory Oversight
  - b. Human Resources
  - c. Quality Control

C. The Parties acknowledge that the effective delivery of the Training Plan will require



the participation of training officers from each Party for program delivery.

### **3. Costs**

- A. Personnel Costs shall be defined as the basic employee compensation costs attributed to the position of Regional Training Coordinator. For the purposes of this Agreement, those costs are fixed for the first year at \$ \_\_\_\_\_.
- B. Salary Costs shall be adjusted annually, by applying merit, longevity, market increases, and any Flagstaff City Council authorized increases in salary. The intent is to achieve 100% cost recovery of personnel costs.
- C. Benefit Costs are the employer-funded costs associated with providing “fringe” benefits to employees. For the purposes of this Agreement, those benefits include, but are not limited to, medical insurance, dental insurance, life insurance, worker’s compensation, short term and long term disability, and an annual physical.
- D. The parties mutually agree that, for the purposes of this Agreement, Year 1 Benefit Costs shall be fixed at \$ \_\_\_\_\_ for the position of Regional Training Coordinator
- E. On an annual basis, Benefit Costs shall be adjusted based on any increase in employer- funded costs for those benefits provided to City of Flagstaff employees.
- F. Distribution of costs shall be based on a per capita assessment updated annually. Year 1 distribution of costs shall be based upon the schedule set forth in Appendix A, attached. Distribution of costs for subsequent years shall be administratively amended to reflect changes in per capita utilization and increased costs of the Fire Training Coordinator.
- G. Billing will occur annually during the month of July for the following year. Upon execution of the Agreement, the terms will be prorated to the nearest month.
- H. The Parties may provide training to the other agencies on a fee for service basis consistent with the cost distribution method outlined in Section 3.F of this agreement.

### **4. Indemnification**

Each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties, provided however, nothing herein shall be construed to expand the liability of any Party or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

### **5. Worker’s Compensation Claims**

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

## **6. Insurance**

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

## **7. Effective Date; Term; Effect of Termination on Remaining Parties; Renewal**

- A. Effective Date. This Agreement will become effective for each Party after approval by its governing body (the "Effective Date").
- B. Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of five (5) years, unless extended or terminated by action of the Parties.
- C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.
- D. The termination by one or more of the parties to this Agreement shall not affect the operation of the Agreement as between the other parties thereto.
- E. Renewal. This Agreement may be renewed for \_\_ additional \_\_ year periods, subject to agreement by the Parties. For the City of Flagstaff, the City Manager shall be authorized to approve such renewals.

## **8. Cancellation for Conflict of Interest**

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

## **9. Compliance with All Laws**

Each Party shall comply with all federal, state, and local laws, rules and regulations.

## **10. Execution Procedure**

This Agreement will be executed in counterparts by the governing body of each Party.

## **11. Non-Discrimination**

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008.

## **12. Legal Arizona Workers Act Compliance**

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

## **13. Non-appropriation**

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

## **14. No Third Party Beneficiaries**

The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

## **15. Right to Enter into Additional Agreements**

The PARTIES to this Agreement are not precluded from participating in additional or supplemental IGA's or contracts as deemed appropriate by the PARTIES. Nothing in this Agreement shall limit the ability of a PARTY to provide or collaborate with another

jurisdiction, which is not a participant in this Agreement, for training; that is apart from the services provided by the Regional Training Coordinator, as set forth by this Agreement.

#### **16. "Waiver of Potential Conflict"**

By signing below, each of two Parties to the Agreement, Summit Fire District and Ponderosa Fire District, acknowledge that it is represented by the Coconino County Attorney and hereby waives any potential conflict to the extent known as of the date of approval by its respective governing body. To the best of each party's knowledge no apparent conflict is known to exist and each party consents to being represented by the County Attorney in the negotiation and drafting of this agreement.

#### **17. Signatures**

Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

**City of Flagstaff**

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Mayor

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Attest:

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City Clerk

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Approved as to form:

Date of formal approval by governing  
body:

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City Attorney

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**Intergovernmental Agreement  
for Regional Training Coordinator**

**Signature Page**

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

\_\_\_\_\_

Authorized signatory:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of formal approval by governing body:

\_\_\_\_\_

Attorney's Approval:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Regional Training Coordinator

Department	FTE FF	PTE VOL FF	Total FF	Per Capita Assessment %	2014/2015 Annual Assessment
AZ National Guard	16		16	8%	\$ 6,276.45
Camp Navajo FD	14		14	7%	\$ 5,491.90
Flagstaff FD	76		76	40%	\$ 29,813.16
Highlands FD	23	10	33	17%	\$ 12,945.19
Ponderosa FD	4	10	14	7%	\$ 5,491.90
Summit	37		37	19%	\$ 14,514.30
<b>Total</b>			<b>190</b>		<b>\$ 74,532.90</b>

Regional Training Coordinator

Salary \$ 51,402.00

ERE 45% \$ 23,130.90

Total Personnel Cost \$ 74,532.90